

BUDDY OF PARENTS (BOP) STANDARD TERMS OF SERVICE

INTRODUCTION

BOP Pte Ltd (“**BOPPL**”) has launched a suite of innovative elder care solutions (“**BOP solutions**”), and will from time to time add new solutions to the suite. This document lays out the standard terms of service (“**Terms**”) which governs the provision and use of BOP solutions.

BOP solutions include and are not limited to:

(a) BOP Button

A BOP solution which provides its BOP-user with an emergency response service whenever an emergency arises at the BOP-user’s home. The service is triggered when the BOP-user presses and speaks into his/her BOP Button device. His/her call-for-help audio message will be sent wirelessly to our cloud-based application server which is monitored 24/7 by our BOP Response Centre (“**BRC**”). Depending on the nature and substance of the emergency, the BRC will contact the relevant emergency services (e.g., police service, ambulance service, fire service) to respond to the BOP-user’s emergency. This BOP solution also allows the BOP-user to pre-register caregivers and members of family to receive an incident report via the BOP App after the BRC has attended to the emergency.

The BOP Button does not require external power supply nor a Wi-Fi signal. Instead, a strong, stable cellular signal is required in order to work efficiently.

(b) BOP Presence

A BOP solution which detects human motion within a monitored zone at home, and can tell if someone has entered or exit the monitored zone at home. These insights are available through the BOP App, which also allows the BOP-user to set up notification alerts when a monitored zone is devoid of human motion for a period of time, or when there is human motion for longer than a period of time within a monitored zone. The solution consists of a set of three (3) BOP Presence devices which are to be inserted into separate wall power sockets. A strong and stable Wi-Fi coverage is required for BOP Presence to work efficiently.

(c) BOP Monitor

A BOP solution which detects a human fall to the ground within the monitored zone, and if the person does not recover from the fall within a pre-set duration determined by BOPPL, the BRC will be notified by the BOP Monitor device to contact the ambulance service to respond to the fall incident. This BOP solution also allows the BOP-user to pre-register the caregivers and members of the family who will be able to receive an incident report via the BOP App after the BRC has attended to the incident.

The BOP Monitor requires an external DC power supply and a strong and stable Wi-Fi coverage to work efficiently.

(d) BOP Monitor Voice

A BOP solution that detects a human fall to the ground within the monitored zone, which then sends an infrared clip showing the person on the ground. If the person does not recover from the fall within a pre-set duration determined by BOPPL, the BRC will be notified. Through the BOP Monitor Voice device, the BRC will be able to speak to the person. If necessary, the BRC will contact the ambulance service to respond to the fall incident. This BOP solution also allows the BOP-user to pre-register the caregivers and members of the family who will be able to receive an incident report via the BOP App after the BRC has attended to the incident.

The BOP Monitor Voice requires an external DC power supply and a strong and stable Wi-Fi coverage in order to work efficiently.

BOPPL provides Customers with access to and use of the BOP solutions on a subscription basis (the “**Service**”). Customers may subscribe for the use of the Service by purchasing a Subscription on our BOP App or at our website. In so doing, Customers agree that these Terms create a binding legal agreement between you and BOPPL in respect of the Service for the relevant Subscription Term (“**Agreement**”).

For the avoidance of doubt, BOP devices are not included in the subscription to the Service and are to be purchased and installed separately.

If you have any question concerning a Subscription or regarding this Terms of Service, you can contact our Customer Support:

- by email at bop@buddyofparents.com; or
- www.buddyofparents.com

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

- (a) “**Agreement**” has the meaning ascribed to it in the Introduction above.
- (b) “**Additional Term**” means, in relation to any renewal of any Subscription Term, the Subscription Term commencing on the date immediately following the expiry of the preceding Subscription Term.
- (c) “**Add-On Date**” means the date on which a BOP device is installed at and/or registered to the BOP-user address in addition to the number of BOP devices already installed at the BOP-User Address as at the Subscription Date or any previous Add-On Date.
- (d) “**BOP device**” has the meaning ascribed to it in the Introduction.
- (e) “**BOP-User**” means an end-user of the Service.
- (f) “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), 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. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- (g) “**Customer**” means the person (who may or may not be a BOP-User) subscribing for the Service.
- (h) “**Customer Data**” means any and all data (including personal data as defined under the Personal Data Protection Act 2012) and information (whether pertaining to a BOP-User or otherwise) provided or made available by the Customer to BOPPL for and in connection with this Agreement.
- (i) “**Documentation**” means any material (whether in written or electronic form), including but not limited to any user guide or instruction manual, which is issued by BOPPL to facilitate the use of the Service.

(j) **“Force Majeure Event”** means an event which arises because of any circumstances which BOPPL cannot reasonably be expected to control (which shall include, war; rebellion; insurrection; riots; civil unrest; actual or threatened hostilities, war or insurgency; actual or threatened acts of terrorism; acts of government (including, without limitation, adverse changes in legislation, policies and practices); blockade; sabotage; strike; lockout; labour disputes; disease and epidemics; earthquake; storm, flood or other adverse weather conditions; natural phenomena or calamities; explosion; fire; accidents; or acts of God or any public enemy; or interruption or failure of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing.

(k) **“Initial Term”** means the period commencing on the Subscription Date and ending on the date which is 24 months after the Subscription Date.

(l) **“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

(m) **“License”** means the license to access and use the Service pursuant to Clause 2.

(n) **“Modifications”** means modifications, enhancements, bug fixes, upgrades, updates, and new versions of the System.

(o) **“Out-of-scope services”** means any services provided by BOPPL in connection with any apparent problem regarding the software and/or BOP devices reasonably determined by BOPPL not to have been caused by a fault, but rather caused by the Customer or a cause outside of BOPPL’s control.

(p) **“Party”** means either the Customer or BOPPL.

(q) **“Personal Data”** has the meaning ascribed to it under the Personal Data Protection Act 2012.

(r) **“Service”** has the meaning ascribed to it in the Introduction.

(s) **“Subscription”** means a subscription to the Services for any applicable Subscription Term.

(t) **“Subscription Date”** means the date on which Customer subscribes for the Service.

(u) **“Subscription Fee”** means, in relation to any Subscription Term, the fee payable by Customer in consideration of the Service during the Subscription Term.

(v) **“Subscription Term”** means the Initial Term and any Additional Term.

(w) **“Support Services”** means maintenance of the then-current version or release of the software for the BOP device, including help desk support, any necessary amendment, rectification or correction of the manual of specifications, and reasonable guidance to the Customer in relation to the use of the software and/or product, but excluding any Out-of-scope services.

- (x) “**System**” has the meaning ascribed to it in the Introduction.
- (y) “**Third-Party Service Provider**” means a third-party provider of goods and/or services (which includes, without limitation, BOP monitoring, emergency response services, online or web-based services, and offline software products) which are used to provide the Service.

1.2 Interpretation. In this Agreement (including the introduction and schedules) unless the context otherwise requires:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) clause headings are for convenience only and shall not affect the construction of this Agreement;
- (c) reference to “including” or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- (d) reference to any legislation shall be to that legislation as amended from time to time and to any subordinate provision made under that legislation.

2. Subscription and Grant of License

2.1 Subscription to the Service. Customer may subscribe for the use of the Service by agreeing to these Terms.

2.2 Renewal of Subscription. Unless otherwise cancelled by Customer by way of written notice to BOPPL, such notice to be given not less than one (1) month prior to the expiry of the prevailing Initial Term, Customer shall be deemed to have purchased a subscription for an Additional Term of twenty-four (24) months on the expiry of the prevailing Initial Term.

2.3 Grant of License. Subject to the terms and conditions of this Agreement and payment by Customer of the applicable Subscription Fee(s), each BOP-User shall be granted a non-transferable, revocable, non-exclusive license to use the Service during the Subscription Term.

2.4 Limited Scope of License. The license herein does not extend to, and Customer shall not and shall procure that the Service is not used by any BOP-User for or in connection with the conduct of any business or to provide any services to third parties.

3. Customer’s Responsibilities and Obligations

3.1 Compliance with Documentation. Customer shall comply with any Documentation provided by BOPPL in respect of the use of the BOP device and Service.

3.2 Care of BOP devices. Customer shall be responsible for installing and maintaining the BOP device and, subject to any applicable warranty, for the replacement of any BOP device which has ceased to function either properly or at all due to damage or fair wear and tear. Customer shall ensure that there is a sufficient strong cellular and/or Wi-Fi signal as the case may be in order for the BOP device to operate at its optimum.

3.3 Customer Data. Customer shall provide BOPPL with any Customer Data it requires (including such data or information as required) to provide the Service and/or to discharge its obligations herein. Such Customer Data may include, without limitation, Personal Data relating to Customer and/or any BOP-User:

- (a) Name
- (b) NRIC
- (c) Billing Address
- (d) Address where BOP device is installed
- (e) Contact number
- (f) Medical History
- (g) (if any) Next of Kin's contact number, email and address

BOPPL reserves the right to reject and/or terminate any Subscription if the data as provided by the Customer is incomplete or if Customer fails to provide such Customer Data as requested by BOPPL.

3.4 Reasonable Assistance. Customer shall provide or procure that the BOP-User provides BOPPL with all reasonable cooperation and assistance as it may request to facilitate the provision of the Service.

3.5 Support Services. BOPPL may, in return, provide Support Services. BOPPL may, at its sole discretion, reasonably determine if any Support Services are Out-of-scope services. If BOPPL makes such determination, it shall promptly notify the Customer of that determination. The Customer acknowledges that BOPPL is not obliged to provide Out-of-scope services. For the avoidance of doubt, BOPPL shall not be responsible for any cellular and/or Wi-Fi signals, regardless on whether the signal is strong or weak. The Customer is responsible in ensuring that there is cellular coverage and that there is a strong Wi-Fi signal for the BOP device to work efficiently. Customer should contact the relevant service provider for any issues in relation to the cellular and/or Wi-Fi signal strength.

4. Updates and Suspension of Service

4.1 BOPPL may make modifications or additions to the Service at any time and from time to time at its sole discretion.

4.2 BOPPL shall have the right to cease or suspend the Service for such period as BOPPL may elect in its sole discretion if:

- (a) the provision of the Service infringes the Intellectual Property Rights of any third party or violates any applicable Laws; or
- (b) the Service cannot be provided due to a Force Majeure Event; or
- (c) the Service cannot be provided due to the acts or omissions of any Third-Party Service Provider; or
- (d) the Service cannot be provided for operational or technical reasons including, without limitation, any fault, breakdown or malfunction of the System, or to carry out any upgrading, repair or maintenance works on any device or equipment used in the provision of the Service.

5. Fees

5.1 The Subscription Fee shall be provided to the Customer at the point of purchase of the respective Service. BOPPL may at its sole discretion offer to the Customer a discount and/or other forms of benefit/s, which are to be subject to a separate set of conditions ("**Discount Conditions**"). These Discount Conditions shall together with these Terms of Service be applicable to the Customer for the Subscription Term. In the event of any forms of conflict, ambiguity and/or inconsistency between the terms in the Discount Conditions and these Terms of Service, BOPPL reserves its sole right to interpretation of the terms applicable, which shall be final and binding on the Customer.

5.1.1 Change of BOP-user Address. Each Subscription is tied to one and only one BOP-user address for the duration of the Subscription Term. Any change of the Customer's address must be notified in writing to BOPPL five (5) days in advance prior to the change. BOPPL will use its best endeavours in accommodating the change but shall be under no obligation to accede to the request. If the Service could not be continued at the new address, BOPPL shall be indemnified against any forms of loss as suffered by the Customer, both directly or indirectly due to the change. The Customer agrees to continue to pay the Subscription Fee in the event that the Service is not continued at the new address.

5.1.2 BOPPL reserves the right to increase the Subscription Fee payable for any Additional Term before the commencement of such Additional Term, by giving the Customer five (5) days of advance notice in writing prior to the start of such Additional Term. The Customer shall be deemed to have agreed to such increase in respect of any Additional Term upon the renewal of the then prevailing Subscription Term pursuant to Clause 2.2.

5.2 Time and Method of Payment. Payment of any Subscription Fee(s) shall be made monthly in advance by such mode of payment as BOPPL may specify or accept provided that the first payment shall be made on or within seven (7) days of this Agreement.

5.2.1 No set-off. All amounts due under this Agreement shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.3 Taxes. Payment of Subscription Fee(s) shall be made together with Goods and Services Tax and any other applicable taxes.

5.4 Payment Default. If Customer fails to make any payment when due, then without prejudice to such of the further or other remedies as may be available to BOPPL under this Agreement or in law:

(a) BOPPL shall be entitled at its discretion to terminate this Agreement, or suspend the Service, with immediate effect;

(b) Customer shall be liable to pay BOPPL interest on all sums outstanding at the rate of one percent (1%) per month from the due date until the date payment is received by BOPPL (whether before or after any judgment has been obtained); and

(c) Customer shall indemnify BOPPL for all costs and expenses (including legal costs) incurred by BOPPL in connection with the recovery of any outstanding payments.

5.5 Payments to Third Party Service Providers. Customer shall be responsible for the payment of any charges imposed by any third-party service provider in connection with the use of the Service (e.g., fees or expenses payable to the BRC on activation of the System or to any emergency services provider for ambulance dispatch). Customer agrees that such charges may be invoiced directly by the third-party services provider or by BOPPL on behalf of such third-party services provider. Customer shall indemnify BOPPL for all costs and expenses (including legal costs) that may be suffered or incurred by BOPPL because of a breach of this clause 5.5.

6. DISCLAIMERS

6.1 CUSTOMER ACKNOWLEDGES AND ACCEPTS AS FOLLOWS:

(a) BOP DEVICES ARE NOT MEDICAL DEVICES (AS DEFINED IN THE HEALTH PRODUCTS ACT 2007).

(b) THE SERVICE PROVIDED IS SUBJECT TO THE SPECIFICATIONS, NETWORK ARCHITECTURE AND OTHER INHERENT LIMITATIONS OF LTE AND WI-FI TECHNOLOGIES FOR WHICH BOPPL HAS NO CONTROL OF.

(c) THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. BOPPL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE MADE AVAILABLE WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR DEFECTS.

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, BOPPL DOES NOT PROVIDE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS IMPLIED STATUTORY OR OTHERWISE, AND BOPPL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW.

(e) BOPPL'S ABILITY TO PROVIDE THE SERVICE IS OR MAY BE DEPENDENT ON, AND THE SYSTEM MAY CONTAIN FEATURES DESIGNED TO INTEROPERATE WITH, GOODS AND / OR SERVICES PROVIDED BY THIRD-PARTY SERVICE PROVIDERS (E.G. BRC AND MEDICAL EMERGENCY SERVICES PROVIDERS). BOPPL CANNOT AND DOES NOT GUARANTEE THE AVAILABILITY OR OPERATION OF SUCH THIRD-PARTY GOODS AND / SERVICES. BOPPL DOES NOT ASSUME ANY LIABILITY FOR ANY GOODS OR SERVICES PROVIDED BY A THIRD-PARTY SERVICE PROVIDER AND HEREBY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF A THIRD-PARTY SERVICE PROVIDER OR FOR ANY FAILURE OF THE SERVICE WHICH IS ATTRIBUTABLE THERETO.

(f) BOPPL HEREBY DISCLAIMS ALL LIABILITY FOR ANY FAILURE OR DELAY IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO A FORCE MAJEURE EVENT.

(g) THE SERVICE IS NOT INTENDED TO REPLACE OR TO BE USED IN SUBSTITUTION FOR ANY OTHER EXISTING METHODS OF COMMUNICATION OR ELDER CARE. IN THE CASE OF AN EMERGENCY, IT IS RECOMMENDED THAT CUSTOMER SHALL AS FAR AS POSSIBLE USE THE SERVICE IN ADDITION TO ANY OTHER EXISTING METHODS OF COMMUNICATION SUCH AS THE TELEPHONE IF THEY DO NOT RECEIVE A RESPONSE WHEN USING BOP BUTTON.

(h) CUSTOMER AND ALL BOP-USERS SHALL USE THE SERVICE AT THEIR SOLE RISK AND DISCRETION FOR ALL PURPOSES.

7. LIMITATIONS AND EXCLUSIONS OF LIABILITY

7.1 IN THE EVENT OF ANY FAULT, BREAKDOWN OR MALFUNCTION OF THE SERVICE (EACH AN "**INCIDENT**"), BOPPL'S SOLE RESPONSIBILITY SHALL BE TO USE ALL REASONABLE ENDEAVOURS TO REMEDY SUCH INCIDENT AS SOON AS PRACTICABLY POSSIBLE. THIS CLAUSE 7.1 SETS OUT BOPPL'S ENTIRE LIABILITY TO, AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST BOPPL, IN RESPECT OF ANY INCIDENT.

7.2 IN NO EVENT SHALL BOPPL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR:

(a) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES; AND / OR

- (b) ANY LOSSES OR DAMAGES WHICH EXCEED IN AGGREGATE THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE PERIOD OF 12 MONTHS PRECEDING ANY CAUSE OF ACTION GIVING RISE TO SUCH DAMAGES.

7.3 NOTHING IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
- (b) ANY BREACH OF THE TERMS IMPLIED BY THE SALE OF GOODS ACT 1979 OF SINGAPORE OR THE CONSUMER PROTECTION (FAIR TRADING) ACT 2003;
- (c) FRAUD; OR
- (d) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7.4 IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, BOPPL IS FOUND TO BE LIABLE FOR ANY LOSSES OR DAMAGE, BOPPL'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY SUBSCRIPTION FEE PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE CLAIM MADE AGAINST BOPPL; OR \$100.

8. Intellectual Property Rights

8.1 Ownership of Intellectual Property. All Intellectual Property Rights in and to the Service (including the System and the Documentation) shall be the property of BOPPL and shall remain vested solely and exclusively in BOPPL. No rights are granted to Customer in respect of any such Intellectual Property Rights other than as expressly set forth herein.

8.2 Customer Data. All Intellectual Property Rights in and to any Customer Data shall be and remain vested solely and exclusively in Customer save that BOPPL shall have a non-exclusive license to use such Customer Data for the purposes providing the Service.

8.3 Data Collection and Analysis. BOPPL shall have the right:

- (a) to collect and analyse data and other information relating to the use of the Service for the purposes of improving or enhancing the Service and for other development, diagnostic and corrective purposes in connection with BOPPL products or services; and
- (b) to disclose such data solely in aggregate or other de-identified form in connection with its business.

BOPPL shall own all Intellectual Property Rights in and to such data and information (other than Customer Data) and the output of any analysis of such data or information.

9. Confidentiality

- 9.1 Except as otherwise permitted in writing by the Disclosing Party:
- (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than a reasonable standard of care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and
 - (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to persons who need such access for purposes consistent with this Agreement and who have assumed confidentiality obligations with the Receiving Party no less stringent than those herein.
- 9.2 Subject to Clause 9.3 below, if this Agreement is terminated, the Receiving Party shall, within seven (7) days after receiving a written request by the Disclosing party:
- (a) destroy, or return to the Disclosing Party, all copies of any document that contains any Confidential Information;
 - (b) take reasonable steps to erase the Confidential Information from any computer or other digital device on which it is held; and
 - (c) certify in writing to the Disclosing party that the aforementioned steps have been carried out.
- 9.3 Each Party may retain any Confidential Information to the extent required, and for the time period specified, by any applicable law.
- 9.4 The provisions of this Clause 9 shall survive for a period of two (2) years from termination or expiry of this Agreement.

10. Data Protection & Privacy

10.1 BOPPL is committed to protecting your Personal Data and your privacy. By using BOP solutions including providing any Personal Data to BOPPL, the Customer, at its own costs, represents and warrants that it has obtained all necessary consents necessary for BOPPL to collect, use, disclose and retain such Personal Data for the purposes of providing the Service and/or to discharge its obligations herein and shall, if required by BOPPL, procure that BOPPL is provided with such consents in writing.

10.2 Both Parties shall comply with all applicable requirements of all relevant data protection laws, including the Personal Data Protection Act 2012 with respect to protection of such Personal Data against unauthorised access, use and disclosure. This includes any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, and Parties shall not act in a way which would cause the other Party to be in breach of its obligations under such legislation.

10.3 Without prejudice to the generality of Clause 10, BOPPL will, at its own costs, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

- (a) only process, use or disclose Customer Personal Data:
 - (i) strictly for the purposes of fulfilling its obligations and providing the Support Services required under this Agreement;
 - (ii) with the Customer's prior written consent; or
 - (iii) when required by law or an order of court, but shall notify the Customer as soon as practicable before complying with such law or order of court at its own costs;

- (b) protect Customer Personal Data in BOPPL's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks;
- (c) not transfer any Customer Personal Data to a place outside Singapore without the Customer's prior written consent;
- (d) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (e) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by applicable law to store the Personal Data; and
- (f) maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.

11. Term and Termination

11.1 Term of Agreement. This Agreement shall remain in full force and effect for the duration of the Subscription Term unless terminated earlier in accordance with Clause 11.2.

11.2 Termination of Agreement. BOPPL shall have the right to terminate this Agreement immediately by giving Customer written notice thereof in any of the following events:

- (a) Customer commits a material breach of any term in this Agreement including, without limitation:
 - (i) a failure by Customer in making any payment that is due and remains in default not less than five (5) days after being notified in writing to make such payment under this Agreement; or
 - (ii) any misuse / abuse of the Service by a BOP-User as determined by BOPPL.
- (b) Customer breaches any term of this Agreement and fails to remedy such breach in accordance with the directions of BOPPL.
- (c) BOPPL is for any reason unable to continue with the Service either substantially or at all.
- (d) The period of any suspension of the Service pursuant to Clause 4.2 exceeds thirty (30) days.
- (e) Commits any act which may bring serious discredit to BOPPL.
- (f) Commits any act that is reported in the media or otherwise achieves general notoriety and which involves conduct that is likely to be regarded as illegal, immoral or scandalous and which, in the reasonable opinion of BOPPL is likely to discredit BOPPL to a degree which materially reduces the value or public opinion of BOPPL.

11.3 Consequence of Termination. Upon termination of this Agreement for any reason, unless otherwise agreed in writing by the Parties:

- (a) all rights granted herein to use the Service shall cease and Customer shall procure the removal of all installed BOP devices;

(b) Customer shall pay to BOPPL an early termination fee if the Agreement is terminated by BOPPL pursuant to Clause 11.2(a), (b) or (c), or by Customer without the written agreement of BOPPL, prior to the expiry of a Subscription Term as follows:

BOP Button

Duration of contract from Subscription Date	Termination Fee
Less than 15 months	\$40

BOP Presence

Duration of contract from Subscription Date	Termination Fee
Less than 15 months	\$24

(c) all amounts payable to BOPPL by Customer shall become immediately due and owing; and

(d) Customer shall not be entitled to any form of compensation or damage including any refund of any Subscription Fees paid in advance in respect of any unexpired portion of the Subscription Term.

11.4 The termination of this Agreement for any reason will not affect:

(a) any accrued rights or liabilities which either Party may have by the time termination takes effect; or

(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination.

12. General

12.1 Assignment. Customer may not license or assign, sub-contract or delegate any or all of its rights or obligations under this Agreement without the prior written consent of BOPPL. BOPPL may at any time assign, transfer, sub-contract or delegate all or any of its rights or obligations under this Agreement, without the prior written consent of Customer.

12.2 Notices.

(a) Any notice or other communication under or in connection with this Agreement will be made in writing in the English language and dispatched to the following address:

If to BOPPL: 1004 Toa Payoh North, #03-10, Singapore 318995.

If to Customer:

- i. At the billing address or the address where the BOP device is installed, as provided to BOPPL; and/or
- ii. electronically to Customer's email address, as provided to BOPPL.

(b) Each Party will notify the other Party in writing of any change of its address or e-mail. Any notices sent to the receiving Party's designated postal or email address, of which the sending Party has been most recently notified, will be deemed duly served to the receiving Party.

12.3 Waiver. The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default. Any failure by either Party to enforce any

provision herein shall not be deemed a waiver of such provision, and any such provision shall be and remain in full force and effect.

12.4 Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, any provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole. If any provision of this Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable. If any court of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by law.

12.5 Amendments. BOPPL reserves the right, at its sole discretion, to change, amend, modify, add or remove portions of these Terms at any point in time. This includes, without limitation, the prices of its products and its services being offered to Customers. The Customer shall be responsible in checking these Terms periodically for changes. Without prejudice to the generality of the foregoing, BOPPL shall have the right to make any amendment to comply with any applicable laws, to address any issue or matter which has not been addressed in this Terms with respect to the Service, or where such amendment does not materially and adversely affect the rights of Customer.

12.6 Rights of Third Parties. Save for any third-party services provider, the Parties agree that no provision of this Agreement is intended, expressly or by implication, to confer a benefit or right of action upon any third-party and the Parties do not intend any of the terms of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 2001 by any person who is not a party to this Agreement, including any BOP-User.

12.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior representations, agreements, negotiations and discussions between the Parties with respect to such subject matter, including any non-disclosure agreement between the Parties prior to the Subscription Date. Each Party acknowledges that it has not been influenced to enter this Agreement by and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other Party has said or done or committed to do, except as expressly recorded in this Agreement.

12.7.1 Nothing in this Clause 12.7 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

12.8 Invalid Terms. Each of the provisions of this Agreement is severable. If and to the extent that any provision of this Agreement:

- a) is held to be, or becomes, invalid or unenforceable under the applicable laws of any jurisdiction; but
- b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the applicable laws of any other jurisdiction, shall in any way be affected or impaired as a result of this Clause 12.8.

The Parties shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement, the commercial effect of the

Agreement is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

12.9 Cumulative Remedies. The provisions of this Agreement, and the rights and remedies of the Parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity; no exercise by a Party of any one right or remedy under this Agreement, or at law or in equity, shall operate so as to hinder or prevent the exercise by it of any other such right or remedy.

13. Governing Law and Dispute Resolution

13.1 This Agreement is governed by Singapore law and the Parties submit to the exclusive jurisdiction of the Singapore courts in relation to any dispute arising out of or in connection with this Agreement or its subject matter. For these purposes each Party irrevocably submits to the jurisdiction of the Singapore courts and waives any objection to the exercise of that jurisdiction.

14. Mediation

14.1 Any dispute arising out of or in connection with this Agreement may be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either Party may submit a request to mediate to SMC upon which the other Party will be bound to participate in the mediation within 45 days thereof. Every Party to the mediation must be represented by a senior executive personnel, of at least the seniority of a head of department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the Parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the Parties agree to be bound by any settlement agreement reached.