

## Terms of use agreement

This Terms of Use Agreement (this “Agreement”) is entered into by and between TeleMedC Pte. Ltd (“TeleMedC” or “Company”) and “you,” the user of TeleMedCs Sites; [www.TeleMedC.com](http://www.TeleMedC.com), [www.TeleMedC.sg](http://www.TeleMedC.sg), [www.TeleMedC.de](http://www.TeleMedC.de), [teleeyemd.telemedc.com](http://teleeyemd.telemedc.com) (“Sites”, and each individually, “Site”) and eye health management solution, also known as the “TeleEye MD APP” (the “App”). Access to, use of and/or browsing of the Site is provided subject to the terms and conditions set forth herein. By accessing, using and/or browsing the Site through any medium, including but not limited to mobile phones, tablets, personal computers, you signify your agreement to these Conditions as well as our privacy policy, a copy of which is available <https://www.telemedc.com/data-protection-privacy>.

This agreement contains warranty disclaimers and other provisions that limit TeleMedC’s liability to you. Please read these terms and conditions carefully and in their entirety, as using, accessing and/or browsing the Site constitutes acceptance of these terms and conditions. If you do not agree to be bound to each and every Term and Condition set forth herein, please exit the Site immediately and do not use, access and/or browse the Site. By entering the Site, you acknowledge and agree that you have read and understood these terms and Conditions, that the provisions, disclosures and disclaimers set forth herein are fair and reasonable, and that your agreement to follow and be bound by these terms and conditions is voluntary and is not the result of fraud, duress or undue influence exercised upon you by any person or entity.

### If you are a Patient

## Medical Advice Disclaimer

TeleMedC provides the Site and the services, information, content and/or data (collectively, “Information”) contained therein for informational purposes only. The Company does not provide any medical advice on the Site, and the Information should not be so construed or used. Using, accessing and/or browsing the Site and/or providing personal or medical information to TeleMedC does not create a physician-patient relationship between you and TeleMedC. Nothing contained on the Site is intended to create a physician-patient relationship, to replace the services of a licensed, trained physician or health professional or to be a substitute for medical advice of a physician or trained health professional licensed in your country and/or state. You should not rely on anything contained in the Site, and you should consult a physician licensed in your state in all matters relating to your health. You hereby agree that you shall not make any health or medical-related decision based in whole or in part on anything contained in the Site.

Email: [dataprotection@telemedc.com](mailto:dataprotection@telemedc.com)

## **Financial, Legal And Other Advice Disclaimer**

You hereby acknowledge that nothing contained in the Site shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and the Company. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the Site.

### **If you are a Healthcare Professional (General Practitioner/Optometrists)**

## **SERVICES RENDERED**

You shall obtain and maintain all necessary licences, and comply with all relevant legislation in relation to the provision of healthcare services

You shall only use the Site and App for the purpose of patient data management and agree not to use the Site or App for other purposes.

## **DATA PROTECTION**

You acknowledge and agree that you have the permission of the patient to collect, use or process their Personal Data for the provision of healthcare services in accordance with the prevailing data protection arrangements.

You shall only process patient Personal Data only for the purposes of performing the Services, or as otherwise agreed in writing with TeleMedC.

You shall ensure that you comply at all times during the term of this Agreement with the prevailing requirements of the Personal Data Protection Act (No. 26 of 2012) and the Personal Data Protection Regulations 2014 as amended or restated from time to time, and the advisory guidelines issued by the Personal Data Protection Commission from time to time.

You undertake to inform TeleMedC of any security threat/breach and to report to TeleMedC immediately of any unauthorized access to another user's data / information, and further undertake not to use such data / information in any way.

## **INDEMNIFICATION**

Any Patient data is provided as-is on a reasonable effort basis . You agree to indemnify TeleMedC from any disputes on the authenticity and accuracy of the contents of any computer output from TeleMedC's electronic services and the information/materials/contents of the Site and/or App.

### **General Clauses Applicable To All**

#### **Information Disclaimer**

The Information may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Information may become out-of-date. TeleMedC undertakes no obligation to update any Information on the Site; provided, however, that TeleMedC may update the Information at any time without notice at TeleMedC's sole and absolute discretion. TeleMedC reserves the right to make alterations or deletions to the Information at any time without notice.

#### **Third-party Services, External Links And Advertisements Disclaimer**

The Site may, from time to time, contain links to third-party web sites. These links are provided solely as a convenience to you and not as a guarantee, warranty, or recommendation by the Company of the services, information, content and/or data on such third-party web sites or as an indication of any affiliation, sponsorship or endorsement of such third-party web sites.

You understand that third-party services may be made available by the Company on the Site in order to assist the fulfillment of the Company's services to you. Please note that in the event you choose to receive any such third-party services that are made available on the Site, TeleMedC will be required to provide your basic information to the third-party services company necessary to fulfill your request. You will be absolutely and solely responsible for your interactions with such third-party service providers. TeleMedC shall not be held responsible for any lapses, shortcomings or deficiency of services by such third-party service providers to you. TeleMedC provides these

third-party services to you solely for your convenience and hereby does not endorse the services of any third-party service providers that are made available on the Site.

The inclusion of third-party links or advertisements does not constitute an endorsement, guarantee, warranty, or recommendation of, and the Company makes no representations and/or warranties about, any product or service contained therein.

## **Disclaimer of All Warranties**

The Information made available at the Site is provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, and implied warranties of merchant ability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Company makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

Without limiting the generality of the foregoing, the Company makes no representations or warranties with respect to any Information offered or provided within or through the Site regarding treatment of medical conditions, action, or application of medication.

Under no circumstances, as a result of your use of the Site, will the Company be liable to you or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, the Company shall have absolutely no liability in connection with the Site for:

1. damages as a result of lost profits, loss of goodwill, work stoppage, failure of performance, delays in operation or transmission, non-delivery of information, deletions of files, mistakes, defects, errors, interruptions or computer failure or malfunction;
2. any loss or injury caused, in whole or in part, by the Company's actions, omissions, or negligence, or for contingencies beyond the Company's control, in procuring, compiling, or delivering the Information;
3. any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information; or
4. any decision made or action taken or not taken in reliance upon the Information.

## **Reservation of Intellectual Property Rights**

The Site is protected by Singapore copyright laws. The Company hereby reserves any and all intellectual property rights in the Site.

## **Age Restriction**

The Site is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the Site.

## **Contact Us**

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at [info@telemedc.com](mailto:info@telemedc.com).

## **Indemnification**

You agree to indemnify and hold the Company harmless from any claim or demand, including attorneys' fees, made by any third-party as a result of (1) any content posted or made available by you on this Site, (2) any violation of law that occurs by you through the Site, and/or (3) anything you do using the Site and/or the Information contained therein.

## **Invalidity**

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.



## **Governing Law, Consent To Jurisdiction And Limitation On Claims**

This Agreement and your use of the Site, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the Singapore without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the Singapore. You further agree that any claims or causes of action arising out of or related to this Agreement and the Site, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

## **Entire Agreement**

You hereby acknowledge that this Agreement represents the entire understanding between you and the Company concerning your use of the Site and the Information contained therein.

## **Modification**

The Company may, in the Company's sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the Site.

## **Waiver**

The Company's failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

The Site and the information contained therein is made available by the Company for preliminary eye examination and educational purposes only and is not intended to provide medical advice. By accessing the Site, you understand and acknowledge that there is no physician-patient relationship between you and the Company. You further acknowledge your understanding that the Site should not be used as a substitute for competent medical advice from a licensed physician in your country and/or state.

Email: [dataprotection@telemedc.com](mailto:dataprotection@telemedc.com)

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