

BOP PTE LTD WIRELESS EMERGENCY BOP SYSTEM SUBSCRIPTION AND SERVICES AGREEMENT

INTRODUCTION

BOP Pte Ltd (“BOPPL”) has deployed a residential Wireless Emergency / Panic BOP System in Singapore using LoRaWAN® technology whereby elderly residents in distress can press a Buddy of Parents™ Alert Button (“**BOP Button**”) for assistance. Once triggered, the BOP Button sends an alert wirelessly to a cloud-based application server where the alerts are monitored 24/7 by the BOP Response Centre which will contact the SCDF Medical Emergency Services in the event of an actual or assumed medical emergency (hereinafter referred to collectively as the “**System**”).

iWOW provides end-users with access to and use of the System on a subscription basis (“**Service**”).

Customers may subscribe for the use of the Service by clicking on the “Agree” Button below.

It is important that you read and understand these Terms. By clicking on the “Agree” button below, you 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, the BOP Button is not included with the subscription to the Service and is to be purchased and installed separately.

If you have any question concerning a Subscription or regarding the terms of this Agreement, 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.
- (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 Button is installed at and/or registered to the BOP-user address in addition to the number of BOP Buttons already installed at the BOP-user Address as at the Subscription Date or any previous Add-On Date.
- (d) “**BOP Button**” 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 or the Add-On Date, whichever is later.

(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) **"Party"** means the Customer or BOPPL.

- (p) “**Personal Data**” has the meaning ascribed to it under the Personal Data Protection Act 2012.
- (q) “**Service**” has the meaning ascribed to it in the Introduction.
- (r) “**Subscription**” means a subscription to the Services for any applicable Subscription Term.
- (s) “**Subscription Date**” means the date on which Customer subscribes for the Service.
- (t) “**Subscription Fee**” means, in relation to any Subscription Term, the fee payable by Customer in consideration of the Service during the Subscription Term.
- (u) “**Subscription Term**” means the Initial Term and any Additional Term.
- (v) “**System**” has the meaning ascribed to it in the Introduction.
- (w) “**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 clicking on the “Agree” Button below.

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 Subscription 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 Subscription 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 Button and Service.

3.2 Care of BOP Button. Customer shall be responsible for installing and maintaining the BOP Button and, subject to any applicable warranty, for the replacement of any BOP Button which has ceased to function either properly or at all due to damage or fair wear and tear.

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 PAB is installed
- (e) Contact number
- (f) Medical History
- (g) (if any) Next of Kin’s contact number, email and address

BOPPL reserves to right to reject or terminate any Subscription with incomplete Customer Data or if Customer fails to provide such Customer Data as it may request.

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.

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 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.
- (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 **Subscription Fee(s)**. Customer shall pay to BOPPL a Subscription Fee of **\$20.00 monthly** for up to 10 BOP Buttons installed at and/or registered to at the BOP-user address during the Subscription Term Provided Always that BOPPL shall have the right to increase the Subscription Fee payable for any Additional Term by written notice to the Customer prior to the expiry of then prevailing Subscription Term. 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.

5.3 **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 any and all costs and expenses (including legal costs) incurred by BOPPL in connection with the recovery of any outstanding payments.

6 **DISCLAIMERS**

6.1 CUSTOMER ACKNOWLEDGES AND ACCEPTS AS FOLLOWS:

(a) THE BOP BUTTON IS NOT A MEDICAL DEVICE (AS DEFINED IN THE HEALTH PRODUCTS ACT 2007).

(b) THE SERVICE IS PROVIDED SUBJECT TO THE SPECIFICATIONS, NETWORK ARCHITECTURE AND OTHER INHERENT LIMITATIONS OF LTE AND LORAWAN® TECHNOLOGIES.

(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 SERVICE MAY CONTAIN FEATURES DESIGNED TO INTEROPERATE WITH, GOODS AND / OR SERVICES PROVIDED BY THIRD-PARTY SERVICE PROVIDERS (E.G. SCDF MEDICAL EMERGENCY SERVICES). BOPPL CANNOT AND DOES NOT GUARANTEE THE CONTINUED AVAILABILITY OR OPERATION OF SUCH THIRD-PARTY GOODS AND / SERVICES AND HEREBY DISCLAIMS ALL LIABILITY FOR ANY FAILURE OF THE SERVICE WHICH IS ATTRIBUTABLE TO ANY SUCH THIRD-PARTY GOODS OR SERVICES OR WHICH IS DUE TO ANY ACT OR OMISSION OF A THIRD-PARTY SERVICE PROVIDER.

(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. IN THE CASE OF AN EMERGENCY, CUSTOMER SHALL SO FAR AS POSSIBLE USE THE SERVICE IN ADDITION TO OTHER EXISTING METHODS OF COMMUNICATION SUCH AS THE TELEPHONE IF THEY DO NOT RECEIVE A RESPONSE USING THE BOP BUTTON.

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

8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

8.1 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 8.1 SET OUT BOPPL'S ENTIRE LIABILITY TO, AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST IWOW, IN RESPECT OF ANY INCIDENT.

8.2 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.

9. Intellectual Property Rights

9.1 Ownership of Intellectual Property. All Intellectual Property Rights in and to the Service (including the System and the Documentation) shall be and 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.

9.2 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.

9.3 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.

10. Confidentiality

10.1 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.

11. Data Protection

11.1 By providing any Personal Data to BOPPL, Customer 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.

11.2 BOPPL shall comply with its obligations under the Personal Data Protection Act 2012 with respect to protection of such Personal Data against unauthorised access, use and disclosure.

12. Term and Termination

12.1 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 12.2.

12.2 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 this Agreement including, without limitation:
 - (i) a failure by Customer make any payment when due under this Agreement; or
 - (ii) any misuse / abuse of the Service by a BOP-User.
- (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 30 days.

12.3 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 Buttons;
- (b) Customer shall pay to BOPPL an early termination fee if the Agreement is terminated by BOPPL pursuant to Clause 12.2(a), (b) or (c), or by Customer without the written agreement of BOPPL, prior to the expiry of a Subscription Term as follows:
 - 1. If the Agreement is terminated with 18 or more months remaining on the Subscription Term, the early termination fee shall be **\$120.00**.
 - 2. If the Agreement is terminated with less than 18 months but with 12 or more months remaining on the Subscription Term, the early termination fee shall be **\$80.00**.
 - 3. If the Agreement is terminated with less than 12 months but with 4 or more months remaining on the Subscription Term, the early termination fee shall be **\$60.00**.
- (c) all amounts payable to BOPPL by Customer shall become immediately due and owing; and
- (d) Customer shall not be entitled to a refund of any Subscription Fees paid in advance in respect of any unexpired portion of the Subscription Term.

12.4 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.

13. General

13.1 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.

13.2 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, #02-16/17, Singapore 318995.

If to Customer:

- (i) At the billing address or the address where the BOP Button 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.

13.3 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.

13.4 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.

13.5 Amendments. BOPPL may amend these Terms at any time by notifying Customer of such amendments. 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.

13.6 Rights of Third Parties. 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.

13.7 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 Effective 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.

14. Governing Law and Dispute Resolution

14.1 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.