

Effective Date: 1 September, 2019

TERMS AND CONDITIONS

This document contains a legally-binding agreement that governs your use of GenConnects and any services offered through GenConnects ("GenConnects"). Please read these Terms and Conditions of use carefully.

GenConnects is not a substitute for assessment, diagnosis, and treatment by qualified healthcare professionals. The content provided in GenConnects is designed for you to use in conjunction with appropriate professional health care. Information provided by use of GenConnects is meant to be interpreted by a properly qualified healthcare professional. Your use of GenConnects or GenConnects does not create or imply any type of patient-physician relationship.

1. ACCEPTANCE OF TERMS

1.1 GenConnects is a service of Generation Connect Pte Ltd. ("we" or "us"). Genconnects serves as a tool to monitor cognitive and sensory improvement or decline for seniors with Dementia through our physical games.

1.2 Your use of this Application is subject to these Terms of Use. By using the Application, you are deemed to have accepted and agree to be bound by these Terms of Use. If you do not agree to all of these Terms and Conditions of use, do not use GenConnects or subscribe to GenConnects. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Application. Your use of the Application following changes to these Terms of Use will constitute your acceptance of those changes.

2. ABILITY TO ACCEPT TERMS OF USE

2.1 You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

3. APPLICATION ACCESS

3.1 You are responsible for all access to the Application using your internet connection, even if the access is by another person.

3.2 We will use reasonable efforts to ensure that the Application is available at all times. However, we cannot guarantee that the Application or any individual function or feature of the Application will always be available and/or error free. The Application may be unavailable during periods when we are implementing upgrades or carrying our essential maintenance on the Application.

4. ACCESS TO APPLICATION OUTSIDE OF SINGAPORE

4.1 We make no promise that the materials on the Application are appropriate or available for use in locations outside Singapore. Accessing the Application from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Application from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

5. GRANT OF RIGHTS TO USE GENCONNECTS

5.1 Subject to the terms and conditions set out in this document, you are granted a limited license to use GenConnects in browser-based executable form for use by you over an Internet connection. You may:

* Use GenConnects on an Internet connected device.

5.2 You may not:

* Use the Application for any fraudulent or unlawful purpose;

* Reproduce, copy, sell, resell, distribute or otherwise exploit GenConnects or any documentation (including policies/procedures/user manual) which accompanies GenConnects or may have been provided to you in connection with your use of GenConnects. This includes any portion of, use of, or access to the Application

* Sublicense, rent or lease any portion of GenConnects

* Adapt, reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code, resources or any part of GenConnects, or create derivative works based on GenConnects. If you wish to reverse engineer any part of the Application to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;

In addition, you agree that:

* You shall not disguise the origin of information transmitted through GenConnects, nor shall you disguise your origin or the origin of the computer or link or search engine by which you connect to GenConnects;

* You will not place false or misleading information on GenConnects, impersonate any person or entity, false state or otherwise misrepresent your affiliation with any person or entity in connection with the Application or express or imply that we endorse any statement you make;

* You will not use or access any service, information, application or software available via GenConnects in a manner not expressly permitted by Generation Connect Pte Ltd;

* You will not input or upload to GenConnects or submit any information or data which contains viruses, Trojan horses, worms, time bombs or other computer

programming routines that are intended to damage, interfere with, intercept or expropriate any system, GenConnects or content or that infringes the rights of another, including intellectual property rights;

* You may not use or access GenConnects in any way that, in Generation Connect Pte Ltd's judgment, adversely affects the performance or function of GenConnects or interferes with the ability of authorized parties to access GenConnects or violates any requirements, procedures, policies or regulations of such networks.

* You will not use the Application to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;

* You will not remove any copyright, trade mark or other proprietary rights notice from the Application or materials originating from the Application;

* You will not frame or mirror any part of the Application without our express prior written consent;

* You will not create a database by systematically downloading and storing Application content;

* You will not use any manual or automatic device in any way to gather Application content or reproduce or circumvent the navigational structure or presentation of the Application without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Application for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

5.3 We reserve the right to revoke these exceptions either generally or in specific instances.

6. OWNERSHIP OF GENCONNECTS CONTENT

All content of GenConnects (title, ownership rights and intellectual property) is owned by Generation Connect Pte Ltd or its licensors. You may print or save reasonable quantities of content for your personal, non-commercial purposes only. No modification or further reproduction of the content is permitted.

7 INTELLECTUAL PROPERTY

The intellectual property rights in the Application and all of the text, pictures, videos, graphics, user interfaces, visual interfaces, trademarks, logos, applications, programs, computer code and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.

8. PRIVACY

All collection, use or disclosure of your personal information by GenConnects or by GenConnects is governed by the Generation Connect Pte Ltd Privacy Statement. Please see our Privacy Policy for more details.

9. THIRD PARTY WEBSITES

- 9.1 The Application may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.
- 9.2 You may create a link to this Application, provided that:
- 9.2.1 The link is fair and legal and is not presented in a way that is:
- (a) Misleading or could suggest any type of association, approval or endorsement by us that does not exist, or
 - (b) Harmful to our reputation or the reputation of any of our affiliates;
- 9.2.2 You retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so.
- 9.3 We reserve the right to require you to immediately remove any link to the Application at any time and you shall immediately comply with any request by us to remove any such link.

10. PASSWORDS

You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify GenConnects of any unauthorized use of your password or account or any other breach of security. It is your responsibility to control access and monitor use of your account and password, and to inform us if you need to change a password.

11. DISCLAIMER OF WARRANTY

GENERATION CONNECT PTE LTD MAKES NO REPRESENTATIONS WITH RESPECT TO GenConnects, INCLUDING ANY REPRESENTATIONS RELATED TO RESULTS THAT MAY BE OBTAINED BY USING GenConnects. ALL USE OF GenConnects IS AT THE SOLE RISK OF THE USER.

GenConnects AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS AND GENERATION CONNECT PTE LTD DISCLAIMS ANY AND ALL WARRANTIES TO THE FULLEXT EXTENT PERMISSIBLE BY LAW, INCLUDING IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. GENERATION CONNECT PTE LTD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT (AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR) THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF GenConnects OR ITS CONTENT.

NO WARRANTIES MAY BE MADE IN RELATION TO GenConnects OR ITS CONTENTS EXCEPT AS CONTAINED IN THESE TERMS OF USE. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

12. LIMITATION OF LIABILITY

12.1 We provide the Application on an “as is” basis and make no representations as to the quality, completeness or accuracy of any content made available on the Application. To the maximum extent permitted by law, we expressly exclude:

12.1.1 All conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and

12.1.2 Any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Application.

12.2 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, damages for personal injuries, emotional distress, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under Singapore law or statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death resulting from our negligence or that of our employees or agents.

12.3 By using GenConnects you are agreeing to the provisions of this disclaimer and you waive all claims against GenConnects that may arise in connection with your use of GenConnects, or the information contained in it.

13. INDEMNITY

You agree to use GenConnects to enter and transmit only those materials and data for which you have the necessary copyright permissions and/or clearances. You agree to indemnify, and hold Generation Connect Pte Ltd, its officers, directors, employees, licensors, and contractors, harmless from any claims, actions or demands, liabilities and settlements including without limitation, legal and accounting fees, arising out of or relating to (i) any claims that you have entered and/or transmitted materials and/or data in violation of another party’s rights, and (ii) your violation of these Terms and Conditions.

14. DURATION OF TERMS

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Application. If we terminate your access to the Application, you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Application.

15. GOVERNING LAW

These Terms of Use will be governed by and construed in accordance with the laws of Singapore, and the courts of Singapore will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.

16. COMPLAINT WITH LAW

You agree to use GenConnects in strict compliance with all applicable laws and regulations and in a fashion that does not, in the sole judgment of Generation Connect Pte Ltd, negatively reflect on the goodwill or reputation of Generation Connect Pte Ltd.

17. COMPLETE AGREEMENT

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND GENERATION CONNECT PTE LTD, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND GENERATION CONNECT PTE LTD WITH RESPECT TO YOUR USE OF GENERATION CONNECT PTE LTD AND GENCONNECTS. THIS VERSION OF THE TERMS OF USE SUPERSEDES ALL PREVIOUS VERSIONS OF THE TERMS OF USE, AGREEMENTS, DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

18. TERMINATION

You agree that we, in our sole discretion, may terminate or suspend your use of GenConnects and Content at any time regardless of whether GenConnects remains accessible by others. Accessing GenConnects after being given notice of such termination shall constitute an act of trespass and may constitute unauthorized use of a computer system pursuant to the Criminal Code of Singapore.