



Company Registration Number: 201503503R

## **Plato Medical Pte. Ltd. Terms of Service**

This agreement is between Plato Medical Pte. Ltd, company registration no. 201503503R (hereafter “Plato Medical” or “Plato”) and each Plato Medical Customer (hereafter “the Customer”).

By registering to use and/or logging into the Plato Medical’s Clinic Management Software Service (“Software” or “Service”) through Plato’s website [www.platomedical.com](http://www.platomedical.com) (“Site”), the Customer accepts these Terms of Service (“Terms”) and enters into a legally binding agreement with Plato Medical. For clarity, these Terms of Use also apply to unregistered visitors.

### **DEFINITIONS**

“**Account**” shall mean the Customer’s subscription account for Services with Plato.

“**Customer Data**” shall mean any and all information (including any Personal Data) that is provided by the Customer to Plato as part of the Customer’s use of Services.

“**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. Plato Medical’s Confidential Information includes without limitation the non-public portions of the Services.

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

“**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.

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

“**Services**” shall mean Plato’s Electronic Clinic Management Software Service whereby Electronic Clinic Management functionality includes but is not limited to medical case notes management, invoicing and billing, inventory management and business analytics pertinent to the clinic.



**“Anonymized Data”** shall mean the anonymization of Personal Data so that the resulting data lacks any means to identify the Customer and/or its patients, and does not contain any Confidential Information. Parties agree that Anonymized Data is not considered as Customer Data and/or Personal Data.

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

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

**“Third Party Services”** shall include any and all services that would be of benefit to the Customer and its clinic. An example would be a service that provides direct ordering of medicine and/or medical equipment or supplies.

## **1. MEDICAL SOFTWARE SERVICES – DESCRIPTION AND TERM OF CONTRACT**

- 1.1 This agreement provides the Customer access to Plato Medical’s subscription-based Electronic Clinic Management Software services. Electronic Clinic Management functionality includes case notes management, invoicing and billing, inventory management, and business analytics pertinent to the clinic.
- 1.2 The Customer may access the Service through a browser-based interface. Upon registration at our Site, the Customer will be given a unique login and password to set up their clinic’s records and Account.
- 1.3 It is the Customer’s sole responsibility to ensure that the password is kept confidential. The Customer must notify Plato immediately if it becomes aware of any unauthorized use of the Account or password. The Customer agrees that the Account will be used by the Customer only and will not be shared or transferred to others.
- 1.4 Plato reserves the right to modify these Terms and/or the Service at any time and such changes will be effective when posted on the Site. The Customer’s continued use of the Service after the changes become effective indicates the Customer’s agreement to the change. Plato strongly advises Customers to review the Site and/or Terms on a regular basis.



## 2. USE OF SERVICES AND PARTIES' OBLIGATIONS

- 2.1 Plato Medical shall use its best commercial endeavours to:
- 2.1.1 provide English-language customer support for this Service for all enrolled Customers based in Singapore;
  - 2.1.2 provide on-demand, customer service support in so far as this support is made available in the regions and/or time zones as set out in our Customer Support information page. As on-demand customer service support may not be available in certain time zones and/or regions please visit Plato's Customer Support information page by visiting [platomedical.com/support](https://platomedical.com/support) or click **here** for more information.
  - 2.1.3 protect the privacy and confidentiality of image and text templates created by the Customer in the Software. Plato acknowledges that these templates are the intellectual property of the Customer; and
  - 2.1.4 update its software to comply with Singapore's regulatory standards, enhance service delivery, and ensure that the Service is capable of achieving its intended purpose within reasonable means.
- 2.2 The Customer shall:
- 2.2.1 ensure that is true, correct and accurate. If Customer learns that Customer Data is not true, correct and accurate, Customer must immediately notify Plato Medical in writing of this fact, and provide the true, correct and accurate information;
  - 2.2.2 obtain all necessary approvals and consents from patients and/or other parties prior to using the Service (including without limitation any patient-facing services), and will comply with and will continue to comply with all applicable privacy legislation in connection with the collection, use, transfer, access and disclosure of Customer Data;
  - 2.2.3 ensure that the Customer is duly authorized to upload, enter, submit, transmit or otherwise deal with Customer Data; and
  - 2.2.4 fulfill all the Customer's obligations (whether under relevant laws or regulations or otherwise) to retain records or maintain back-up copies of Customer Data contained within the Service.
- 2.3 The Customer shall not:
- 2.3.1 use the Service beyond its internal operations and/or other than in accordance with these Terms;
  - 2.3.2 sell, resell, rent, or lease the Service;
  - 2.3.3 use the Service to store or transmit infringing, unsolicited marketing materials, libelous, or otherwise unlawful materials;



- 2.3.4 use this Service to transmit materials in violation of third party privacy rights;
- 2.3.5 interfere with or disrupt the integrity of this Service;
- 2.3.6 attempt to gain unauthorized access to the Service or related systems or networks;
- 2.3.7 reverse engineer the Software or licensed documentation;
- 2.3.8 remove or modify any proprietary marking or restrictive legends in the Service;
- 2.3.9 access the Service to build a competitive product or service or copy any feature, function or graphic of the Service for competitive purposes;
- 2.3.10 use the Services either directly or indirectly to support any activity that is illegal and/or unlawful; or
- 2.3.11 authorize any third party to do any of the above.

### **3. Personal Data, Privacy and Anonymized Data**

- 3.1 The Customer acknowledges that Customer Data may include Personal Data. In fulfilling its obligations as a data intermediary, Plato Medical shall:
  - 3.1.1 process Personal Data only in accordance with the instructions of the Customer (which may include instructions to disclose and/or transfer Personal Data to Third Party Service Providers) and to the extent, and in such a manner, as is reasonably necessary to provide the Service or as is required by any applicable law;
  - 3.1.2 in respect of Personal Data, which is in the possession or under the control of Plato Medical, implement technical and organisational measures in accordance with good industry practice to protect Personal Data against unauthorized or unlawful processing and accidental loss, destruction, alteration or disclosure; and
  - 3.1.3 respond to an access request as soon as reasonably possible and to make a correction of Personal Data processed by Plato Medical as soon as practicable.

For purposes of this Agreement, the terms “personal data”, “data intermediary” and “processing” shall bear the same meaning as defined under the PDPA.

- 3.2 Plato shall ensure that generation and use of Anonymised Data complies with the PDPA, the guidelines issued by the Personal Data Protection Commission and any other applicable laws to the best of its endeavours.
- 3.3. Plato reserves the right to aggregate and/or use Anonymised Data for purposes set out in Clause 3.4. For the avoidance of doubt, Anonymised Data



is separate from and does not constitute Customer Data and/or Personal Data. Plato's right to generate and/or use Anonymised Data will not affect Customer's ownership of Customer Data and/or Customer's right to have the same returned to it in accordance with this Agreement.

- 3.4 Plato may use aggregated Anonymised Data for purposes that include but are not limited to (i) enhancement and/or improvement of the Services; (ii) troubleshooting and/or technical support; (iii) research and development of new technologies for the provision of new Service offerings; and/or (iv) other business purposes.

#### **4. THIRD PARTY SERVICE PROVIDERS**

- 4.1 The Customer acknowledges that in providing the Service, Plato may engage, link with Third Party Service Providers to provide Third Party Services.
- 4.2 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.
- 4.3 The use of Third Party Services will require agreement to certain additional terms and conditions provided by the applicable Third Party Service Provider. These additional terms and conditions will be made available to the Customer when, and if, the Customer purchases and/or opts for the Third Party Services.
- 4.4 The Customer acknowledges that Third Party Service Providers are independent contractors and that Plato does not provide, or exercise any control or oversight over the performance of Third Party Service Providers in providing the Third Party Services to the Customer. Plato makes no representations and provides no warranties regarding the quality, reliability, timeliness or accuracy of such Third Party Services. The Customer also acknowledges and accepts that a Third Party Service Provider may change, modify or discontinue, temporarily or permanently, any Third Party Services purchased and/or used by the Customer, without notice to the Customer. Plato shall use its best endeavours to provide notice to the Customer within a reasonable period of time if and when Plato becomes aware of such change, modification, suspension and/or discontinuance of Third Party Services.



## 5. SUBSCRIPTION FEES AND FREE TRIALS

- 5.1 All subscription fees must be paid at the beginning of the one-year subscription period, in advance. As the payment term is year-long, Plato will not accept monthly or quarterly payments in lieu of the yearly payment in advance. Additional charges, if any, shall be paid simultaneously with the subscription fees.
- 5.2 Any payment methods by the Customer shall be subject to the prior approval of Plato Medical at its sole discretion.
- 5.3 In the event of non-payment, Plato Medical reserves the right to terminate and/or suspend the Service without any notice in accordance with Clause 11.3.
- 5.4 Purchase of the Service is final and non-refundable, except at Plato's sole discretion and in accordance with these Terms. Termination under these Terms will result in forfeiture of purchased subscriptions.
- 5.5 If the Customer registers for a one-month free trial of the Service, Plato will make the Service available to the Customer free of charge until the earlier of:
- 5.5.1 the end of the 30-day free trial period;
  - 5.5.2 an election by Customer to use the Service to manage its day-to-day operations; or
  - 5.5.3 inspection conducted by the Ministry of Health.
- 5.6 For avoidance of doubt, the free trial automatically converts into a paying subscription for the Service when events under Clauses 5.5.2 and 5.5.3 occur.
- 5.7 During the free trial period, the Service is provided "as is" and without warranty of any kind and Plato may suspend, limit, or terminate the Service for any reason at any time without notice. Plato will not be liable to the Customer for damages of any kind related to Customer's use of the Service during the free trial period. Unless the free trial period converts into a full subscription or Customer subscribes to the Service before the end of the 30-day free trial period, all Customer Data on the Service shall be permanently deleted at the end of the trial, and Plato will not be held liable for any damages and/or losses arising out of such deletion.

## 6. DISCLAIMERS

- 6.1 **No Medical Advice is Provided by Plato Medical** 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 health care 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.

## **7. INDEMNIFICATION**

- 7.1 The Customer agrees to indemnify, hold harmless and defend Plato Medical, its officers, employees and agents from any liability, cost or expense, including reasonable attorneys' fees, that Plato Medical may suffer or incur as a result of claims, demands, costs or judgments against Plato Medical arising out of or in connection with the:
- 7.1.1 Customer's breach of its obligations, representations and/or warranties under these Terms;
  - 7.1.2 Customer's unauthorized use, access and/or distribution of the Service;
  - 7.1.3 Customer's infringement of its data privacy obligations under the PDPA;
  - 7.1.5 Customer's provision of false, duplicate, incomplete, unauthorized, or misleading information; and
  - 7.1.6 Customer's violation of any intellectual property rights or other rights of any third party.

## **8. MUTUAL CONFIDENTIALITY**

- 8.1 Protection of Confidential Information
- 8.1.1 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 these Terms 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.

## 8.2 Exclusions

8.2.1 Confidential Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, was (iv) independently developed by the Recipient without use or access to the Confidential Information or (v) 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.

## 9. PROPRIETARY RIGHTS

### 9.1 Ownership of Customer Data

9.1.1 Plato acknowledges that all Customer Data is the property of the Customer and/or its patients. Except as otherwise expressly provided in these Terms, nothing contained in this Agreement will be construed as conferring upon Plato, by implication, operation of law or otherwise, any other license or other right.

9.1.2 Plato Medical and/or its third party licensors own all right title and interest including all intellectual property rights in the Service, Software, workflow processes, user interface, designs, know-how and other technologies in and related to the Service, including any upgrades or modifications to the same. The Customer shall have no rights in or to the Service other than the right to use the Service in accordance with these Terms.

9.1.3 For avoidance of doubt, any comments and suggestions that the Customer may provide for improvements to the Service ("Feedback") is given entirely voluntarily and Plato will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.





Accordingly, Plato Medical shall own all intellectual property rights in any feature or modification developed from the use of such Feedback.

9.1.4 For the sole purpose of allowing Plato to fulfill its obligations under these Terms, Plato requires and the Customer agrees to grant to Plato a worldwide and royalty-free limited license to use the Customer Data as may be reasonably necessary to provide the Services.

9.1.5 The Customer agrees to Plato describing the Customer as a customer of Plato Medical for marketing purposes and grants to Plato the right to use the Customer's name and/or logo in customer lists and related promotional material provided always that such use must be in accordance with the Customer's trademark guidelines and policies.

## **10. LIMITS ON LIABILITY**

10.1 Plato shall, to the extent reasonable, use its best commercial efforts to ensure that the Service performs in all material respects as described in Clause 1.1 and 2.1.

10.2 Save for Clause 10.1, Plato does not guarantee that the Service will operate error-free or uninterrupted. The Customer acknowledges that Plato does not control the transfer of data over communications facilities, including the internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Plato is not responsible for any delays, delivery failures, or other damages resulting from such problems. Plato 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.

10.3 For breach of Clause 10.1, the Customer's sole and exclusive remedy shall be the correction of the deficiency in the Service.

10.3.1 Notwithstanding the following, Plato shall not be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of revenue or profits. Plato Medical'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 12-month period preceding the event which gave rise to the claim.

## **11. TERM AND TERMINATION**



- 11.1 This Agreement shall continue for the one-year subscription period until it expires and/or if terminated earlier according to Clauses 11.2 and 11.3 below.
- 11.2 This Agreement is terminated automatically upon the expiry of the subscription period.
- 11.3 However, in the circumstances stated in Clause 11.2, there is no need for Plato to furnish notice to terminate or temporarily suspend the Customer's access to the Service upon the following events:
- 11.3.1 the Customer's failure to make payment of subscription fees and/or additional charges;
  - 11.3.2 the Customer's breach of any material provision of these Terms that, (if it is capable of being cured) is not cured within 10 days from notice to the Customer;
  - 11.3.3 upon Plato's determination that the Customer's actions are likely to cause legal liability to Plato or if the Customer has misrepresented any data or information required by Plato to provide the Service or at any other time; or
  - 11.3.4 if Plato becomes aware that the Customer has become insolvent or unable to pay its debts as they fall due, or if any action is commenced against the Customer for liquidation, dissolution or bankruptcy, or if any trustee or receiver shall be appointed with respect to the Customer's assets, or if any distress execution or attachment shall be levied upon or issued against any of the Customer's property or assets.
- The Customer agrees to waive the Customer's right to pursue any costs, losses, damages or liabilities arising out of or related to Plato's temporary suspension and/or termination of the Service as a result of this Clause 11.
- 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 Plato Medical.
- 11.5 Termination of the Service shall not affect the operation of (i) Clauses 7, 8, 9, 10, 11.5, 12 and 13; and (ii) any fees accrued and unpaid by the Customer prior to termination.

#### Effect upon Termination



- 11.6 Upon termination of the Services, 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 Plato Medical. The Customer shall provide proof of its fulfillment of this obligation upon reasonable request by Plato Medical;
- 11.7 Plato Medical shall return Customer Data in a non-proprietary format within 14 days of termination of this Agreement. This obligation shall be fulfilled upon Plato providing the Customer with a workable link to download said Customer Data. Plato Medical shall delete the said Customer Data within 60 days of termination of this Agreement and the Customer shall download the said Customer Data before such deletion. The Customer recognizes that any request made to Plato Medical to recover such Customer Data after 60 days of the termination of this Agreement (“the Request”) may not be feasible and the Customer undertakes to pay for all expenses incurred by Plato Medical in endeavouring to fulfil the Request.

## **12. MISCELLANEOUS**

- 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 This Agreement may not be assigned by the Client without the written notice and consent of Plato Medical.
- 12.3 No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right of remedy on a future occasion.
- 12.4 If any provision or part-provision under these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity or enforceability of the rest of these Terms.
- 12.5 All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such Schedules.



- 12.6 All notices, requests, claims, demands and other communications (the “Notices”) between the parties which are required to be given under this Agreement shall be in writing and shall be sent by delivery in person, by a recognized courier service, by post or prepaid registered post, by facsimile, by electronic mail and/or by electronic messages posted on the Site, or any other form of medium as implicitly or expressly agreed by the parties.
- 12.7 All words and phrases in the Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto.
- 12.8 The Customer will have the ability to enter into agreements, authorizations, consents and applications; make referrals; order lab tests; prescribe medications; or engage in others transactions electronically. CUSTOMER AGREES THAT ITS ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE ITS AGREEMENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. Customer represents and warrants that it has the authority to take such actions.
- 12.9 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**

- 13.1 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.