

Terms of Use

This page represents our Terms of Use ("Agreement") regarding our mobile application and website, www.ipear.cloud ("Website"). The terms, "we" and "our" as used in this Agreement refer to Colorectal Clinics Associates (CCA) and our associated group entities where applicable.

We may amend this Agreement at any time by posting the amended terms on our Website. We may or may not post notices on the homepage of our Website when such changes occur and all amendments shall be binding on you.

We refer to this Agreement, and any other terms, rules, or guidelines on iPEAR mobile application and Website collectively as our "Legal Terms." You explicitly and implicitly consent to all our terms in our Legal Terms and agree to be bound by our Legal Terms each time you access our iPEAR mobile application and Website. If you do not wish to be so bound, please do not use or access our iPEAR mobile application and Website.

Limited License

CCA grants you a non-exclusive, non-transferable, revocable licence to access and use our iPEAR mobile application and Website in order for you to make appointments, access medical reports, CCA information and related services through our iPEAR mobile application and Website, strictly in accordance with our Legal Terms.

We may at any time, immediately, with or without notice, disable the iPEAR mobile application without notice or any form of compensation to you.

Copyrights and Trademarks

Unless otherwise noted, all materials including without limitation, logos, brand names, images, designs, photographs, video clips and written and other materials that appear as part of our iPEAR mobile application and Website are copyrights, trademarks, service marks, trade dress and/or other intellectual property whether registered or unregistered ("Intellectual Property") owned, controlled or licensed by CCA. Our iPEAR mobile application and Website as a whole is protected by copyright and trade dress. Nothing on our iPEAR mobile application and Website should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any Intellectual Property displayed or used on our iPEAR mobile application and Website, without the prior written permission of the Intellectual Property owner. CCA aggressively enforces its intellectual property rights to the fullest extent of the law. The names and logos of CCA, may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our iPEAR mobile application and Website, without prior, written permission from CCA. CCA prohibits use of any logo of CCA, iPEAR or any of its affiliates as part of a link to or from any Website unless CCA approves such link in advance and in writing. Fair use of CCA's Intellectual Property requires proper

acknowledgment. Other product and company names mentioned in our Website may be the Intellectual Property of their respective owners.

Links to Third-Party Websites

Our Website may contain links to websites owned or operated by parties other than CCA. Such links are provided for your reference only. CCA does not monitor or control other websites and is not responsible for such other content. CCA's inclusion of links to an outside website does not imply any endorsement of the material on our iPEAR mobile application and Website or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does CCA's inclusion of the links imply that CCA is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website.

As the iPEAR mobile application and Website may contain hyperlinks to such other third party sites and telecommunications service providers which are neither maintained nor controlled us, we shall not be responsible for any errors or omissions in any contents, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by these other sites, and shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in or arising from access to these other sites. Use of these other sites and any hyperlinks and access to such hyperlinked websites are entirely at your own risk.

You shall be fully responsible and liable for all terms of use and billing charges by your telecommunications service provider.

Content Disclaimer

Postings on our iPEAR mobile application and Website are made at such times as CCA determines in its discretion. You should not assume that the information contained on our Website has been updated or otherwise contains current information or any medical advice. CCA does not review past postings to determine whether they remain accurate and information contained in such postings may have been superseded. THE INFORMATION AND MATERIALS IN OUR iPEAR MOBILE APPLICATION AND WEBSITE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS AND CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

Contracts and Legal Advice Disclaimer

You understand that we offer legal contracts ("Contracts"), as created by attorneys or paralegal for sale through our iPEAR mobile application and Website. You acknowledge that we are not attorneys or paralegals nor do we

offer legal advice. You acknowledge that we do not endorse any specific attorney or paralegal or any Contracts as being better than another. We do not otherwise guarantee the legal accuracy or applicability of any Contracts for your legal needs. You will at all times look to any attorney or paralegal that you select for services as to any legal claims related to such services.

No Warranties; Exclusion of Liability; Indemnification

OUR iPEAR MOBILE APPLICATION AND WEBSITE IS OPERATED BY CCA ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, CCA SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT FOR OUR WEBSITE AND ANY USE OF IT. CCA SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR WEBSITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH OUR WEBSITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH OUR WEBSITE. YOUR USE OF OUR WEBSITE AND ANY CONTRACTS OR SERVICES ARE AT YOUR OWN RISK. IN NO EVENT SHALL EITHER CCA OR THEIR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITE, AND SERVICES PURCHASED THROUGH OUR WEBSITE, THE DELAY OR INABILITY TO USE OUR WEBSITE OR OTHERWISE ARISING IN CONNECTION WITH OUR WEBSITE, OR RELATED SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT SHALL CCA'S LIABILITY FOR ANY DAMAGE CLAIM EXCEED THE AMOUNT PAID BY YOU TO CCA FOR THE TRANSACTION GIVING RISE TO SUCH DAMAGE CLAIM.

WITHOUT LIMITING THE FOREGOING, CCA DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT OUR WEBSITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

.

CCA MAKES NO REPRESENTATION THAT CONTENT PROVIDED ON OUR WEBSITE, OR ANY SERVICES ARE APPLICABLE OR APPROPRIATE FOR USE IN ALL JURISDICTIONS **OR FOR YOUR MEDICAL CONDITION.**

In no event shall we be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or

corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use our iPEAR Mobile Application or Website.

Indemnification

You agree to defend, indemnify and hold CCA harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of our iPEAR mobile application and Website or any Services you purchase through it.

You are responsible for compliance with applicable local laws relating to the use of or otherwise connected with the iPEAR Mobile Application and Website. To the extent that the iPEAR mobile application and Website or any activity contemplated by it would infringe any law of a jurisdiction other than Singapore, you are prohibited from accessing or using these or attempting to carry on any such offending activity.

Severability

If any part of these shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Legal Terms. The failure by us to partially or fully exercise any rights or the waiver of any breach of these Legal Terms by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Legal Terms. Our rights and remedies under these Legal Terms shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

Governing law and dispute resolution

These Legal Terms and the relationship between us shall be governed by, and interpreted in accordance with the laws of Singapore, and you hereby agree to submit to the exclusive jurisdiction of the Singapore courts.