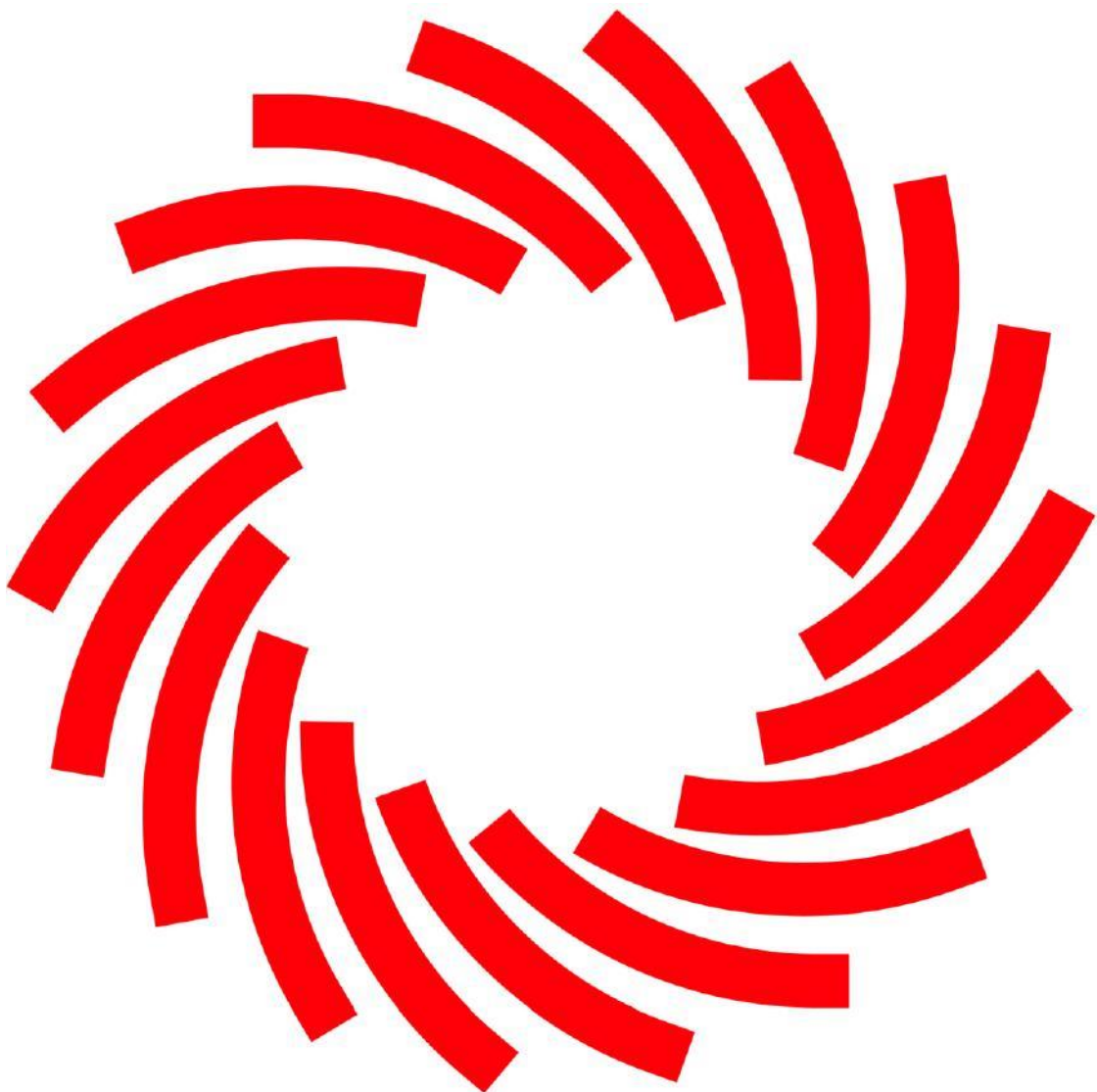

Singlife App

Terms of Use



Singlife App

Terms of Use

1 PRELIMINARY

This Agreement

- 1.1 Please read this document carefully. These terms and conditions constitute a legally binding agreement (“**Agreement**”) between You and Us. This Agreement includes the **Data Protection Notice** referenced in paragraph 4.
- 1.2 “**We**”, “**Our**” and “**Us**” will refer to Singapore Life Ltd., a company registered in Singapore (UEN: 196900499K) with registered address at 4 Shenton Way, #01-01 SGX Centre 2, Singapore 068807 (“**Singlife**”).
- 1.3 “**You**” or “**Your**” will refer to You as the registered individual owner of a Singlife Product, as defined below.
- 1.4 A **Singlife Product** is any product or related service offered by Singlife to You through the convenience of a mobile application (the “**Singlife App**”), including but not limited to:
 - a. “**Singlife Account**” which is a non-participating yearly renewable universal life insurance plan.
- 1.5 This Agreement relates to the Content and Services that are provided in the Singlife App:
 - a. “**Content**” refers to any information, images, links, sounds, graphics, videos, software or other digital materials presented in via the Singlife App.
 - b. “**Services**” means any services or facilities which We may offer to You from time to time via the Singlife App

These are collectively referred to in this Agreement as the **Content and Services**.
- 1.6 It is necessary for You to accept this Agreement before You first use the Singlife App. By downloading, installing or using the Singlife App, You accept this Agreement and agree that You are legally bound by its terms and conditions. If You do not wish to accept this Agreement, You may not download, install or use the Singlife App or avail Yourself of any of the online services. If You have already downloaded the Singlife App but do not accept this Agreement, You must immediately delete and permanently purge it from Your device.
- 1.7 Separate terms and conditions govern Your Singlife Account and any other any Singlife Product (where applicable).

Variations to this Agreement

- 1.8 We reserve the right to add to or vary the contents of this Agreement (including the Data Protection Notice) at any time by giving You notice. This may be done by exhibiting such notice of the amendments or by making available a revised Agreement on Our website or via publication through any media. The changes shall take effect on the date specified in the notice. The obligation to give You prior notice does not apply if additions and/or variations are required in an emergency or where it is not practicable to give such notice. Further, We may make amendments for administrative or clarification purposes and include additional terms and conditions governing new products and services without giving You any notice. Your continued access to our online services and/or use of the Content and Services shall constitute acceptance of the revised terms.
- 1.9 If You do not accept any changes to this Agreement, You must immediately discontinue the use of the Singlife App, and You must purge the Singlife App from Your device(s) and not avail Yourself to any of Our online services. If You continue to operate these facilities after such notification, You are deemed to have agreed to the addition and/or variation without reservation.

2 THE SINGLIFE APP

Term and Termination

- 2.1 The term of this Agreement shall commence upon Your download the Singlife App and end when You delete the Singlife App from the device on which You have stored/ installed it.
- 2.2 We may stop or suspend, limit our provision of online services at any time without giving any reason. Similarly, You may stop using our online services, including the Singlife App at any time.

Singlife may terminate this license at any time, with or without notice, in its discretion, including if it ceases to support the Singlife App.

- 2.3 In the event this Agreement terminates for any reason, all rights and licences granted to You under this Agreement will terminate, You will cease to use the Singlife App, and You shall delete and permanently purge all copies of the Singlife App from any computer, mobile device or other medium on which you have stored or installed it. Notwithstanding anything to the contrary in this Agreement, Singlife shall not be responsible or liable for any claims, losses, damages, costs, expenses, liabilities or demands, compensation or otherwise suffered or incurred as a result of, arising out of, in respect of or in connection with such purging or deletion, or the termination of this Agreement.
- 2.4 Upon termination, the terms of this Agreement that by their nature are intended to continue indefinitely will continue to apply.

No Financial, Legal or Tax Advice

2.5 The Content made available as part of Singlife's provision of this online services is of a general nature only and is not intended to constitute financial advice or an offer or solicitation to sell any product or service. The Content and Services:

- a. do not take into account Your particular investment objectives, financial situation and needs, legal, tax or accounting advice. Accordingly, You should assess whether the content is appropriate in the light of Your individual circumstances, and/or the individual circumstances of Your employee or any person You are acting for, before acting or advising on the content.
- b. are not intended as specific tax or legal advice; and may not be relied on as such. You are encouraged to seek advice about Your specific circumstances from Your own financial, tax, or legal adviser before making any financial decision. Singlife, its employees and partners, are not authorised to give tax or legal advice.

Use of the Singlife App

2.6 To register and use the Singlife App, You must provide Us with accurate and complete personal information to create Your account and login information ("Singlife ID").

2.7 You are responsible for safeguarding Your login credentials and agree to be fully responsible for activities or transactions as they relate to Your use of this online services. You must notify Us immediately if You become aware of or suspect of any unauthorised access to Your account with Us.

3 CONTENT AND SERVICES

Functionality

3.1 The Content and Services are provided on an "as is" basis. We grant You a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Services in the manner permitted by these Terms and any applicable Guidelines.

3.2 By using the Singlife App, You further agree that Singlife may change, alter, or modify the settings or configurations on Your device used to store or access the Singlife App in order to allow for or optimize Your use of the Singlife App.

3.3 We reserve the right in our absolute discretion at any time to suspend operations of any or all the Content and Services relating to the Singlife App or part thereof for such duration as We deem fit.

3.4 We may from time to time in our sole discretion develop and provide updates, which may include new versions, upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates") for the Singlife App. Updates may also modify or delete in their entirety certain features and functionality. You agree that Singlife has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality in any Updates.

3.5 Based on Your mobile device settings, when Your device is connected to the Internet either the Singlife App will automatically download and install all available Updates or You may be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Singlife App or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Singlife App and be subject to all terms and conditions of this Agreement unless they are subject to a different Company license agreement. Singlife reserves the right to discontinue any Content and Services and to discontinue supporting the Singlife App or its network, in whole or in part.

Using our Content and Services

3.6 You agree that We may monitor Your use of the Content and Services to ensure and improve the quality of our products and services and verify Your compliance with this Agreement. This monitoring may include but is not limited to us undertaking activities to identify security issues that could affect Us or You. You shall not interfere with this monitoring. If interference does occur, We may use any technical means to overcome it.

4 PRIVACY

4.1 We have taken appropriate measures to manage Your personal data in accordance with Singapore's Personal Data Protection Act. Our **Data Protection Notice**, as published on our website (<https://singlife.com/en/pdpa>) and updated from time to time, provides information regarding the types of personal data We collect, the purposes for which We collect such personal data, the parties with whom We may share Your personal data, and Your rights and choices with respect to Your personal data.

5 RESTRICTIONS ON USE

5.1 You shall not, and shall not permit any third party, to:

- a. modify or create any derivative work of the Singlife App or any part of the Singlife App;
- b. reverse engineer, decompile or disassemble the Singlife App, in whole or in part;
- c. use the Singlife App for any illegal purpose;
- d. distribute, rent, lease, lend, sell, license, assign, export, import, convey or otherwise grant rights to third parties with regard to the Singlife App or any copies or any part of the Singlife App;
- e. make a copy (other than a backup copy) of the Singlife App or any part of the Singlife App (other than as expressly permitted in this Agreement);
- f. use or install the Singlife App on a network;
- g. remove, modify or obscure any copyright, trademark, or other proprietary notice, author attributions, legal notices or other labels appearing within the Singlife App; or

- h. use the Singlife App to develop or market any product, software or service that is functionally similar to or derivative of the Singlife App, any of the Content and Services, or any other Singlife Product, software or service.

5.2 The Singlife App may require an Internet connection to access or enable certain features of the Singlife App, authenticate that You have a valid license to the Singlife App, or perform other functions. If the device on which the Singlife App is installed does not have Internet access and the Singlife App does not have the necessary permissions to fully access such Internet access, then the Singlife App or certain features of the Singlife App may not operate or may cease to function properly, either in whole or in part.

5.3 The Singlife App may include digital rights management controls and other technical measures to control access to the Singlife App, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Only a Singlife App subject to a valid license can be used to download updates and access any Content and Services. You may not interfere with such access control measures or attempt to disable or circumvent such security features.

5.4 When using the Services, You represent and warrant that:

a. You shall:

- I. comply with all applicable laws, regulations, and third party rights (without limitation laws regarding the import or export of data or software, privacy, and local laws);
- II. require anyone using the Singlife App under Your authority to comply with (and not violate) these Terms and any applicable laws, regulations and third party rights; and
- III. where the Content and Services contain software or code which is subject to open source licence(s), use these in accordance with the applicable open source licence(s), each of which shall constitute a licence solely between You and the applicable licensor of the software in question.

b. You shall not:

- I. sublicense any of the Content and Services for use by a third party, nor create an API client that functions substantially the same as the Services and offer it for use by third parties;
- II. remove or obscure any trade marks, logos, copyright notices or the like that are presented anywhere inside the Singlife App;
- III. use the Content and Services for any illegal, offensive, immoral, or unethical purpose, or to encourage or promote any illegal activity or violation of third party rights;
- IV. store or transmit infringing, libellous, or otherwise unlawful or tortious material, or store or transmit material not owned or controlled by You;

- V. store or transmit any viruses, software routines or other code designed to permit unauthorised access, disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;
- VI. interfere with or disrupt the integrity or performance of the Singlife App, or the Content and Services;
- VII. attempt to gain unauthorised access to the Content and Services;
- VIII. interfere in any manner with the enjoyment of the Content and Services and the Services by any other You;
- IX. misrepresent the source or ownership of the Content and Services;
- X. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache headers; or
- XI. cause or permit any third party to do any of the foregoing.

6 OWNERSHIP AND PROPRIETARY RIGHTS

Ownership

6.1 Singlife is the sole owner of the Singlife App and of all right, title and interest therein, including, but not limited to, all copyright, trade secret, patent, trademark and other intellectual property rights in and to the Singlife App, and including with respect to the Singlife App code, algorithms, graphics, characters, and audiovisual elements that comprise or are displayed by the Singlife App. The Singlife App is protected by copyright and other intellectual property laws and treaties. The Singlife App is licensed, not sold. You acknowledge and agree that any unauthorized use of the Singlife App is a violation of this Agreement as well as a violation of intellectual property laws, including, without limitation, copyright laws and trademark laws.

License

6.2 Subject to Your compliance with all of the terms of this Agreement, Singlife hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to download, install and use one copy of the Singlife App for the sole purpose of Your personal non-commercial use on any devices that You own or control and to access and use the Content and Services in accordance with this Agreement.

6.3 This Agreement does not provide You with title to or ownership of the Singlife App, but only a limited license to use the Singlife App in accordance with the terms of this Agreement. All rights that are not expressly granted to You in this Agreement are retained by Singlife and its licensors.

Content Accessible Through the Services

6.4 Our Content and Services may contain some third-party content (such as text, images, videos, audio, or software). This material is the sole responsibility of the person or entity that makes it available. While We may sometimes review content

to determine whether it is illegal or violates our policies or these Terms, and We may remove or refuse to display content, We do not assume the obligation to do so.

- 6.5 The Singlife App may provide links to other websites that are not controlled by Us. Those links are provided for Your convenience only and We are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those sites, nor do We endorse any information, opinion, goods or services referred to on them. You acknowledge and agree that You access such websites at Your own risk.
- 6.6 The trade marks, logos, and service marks (collectively the “Trade Marks”) displayed on Our online properties are our registered and unregistered Trade Marks. No right or licence is given to any party accessing the Platform or the Services to reproduce or use any such Trade Marks without Our prior written permission. You must not modify the Content or Services or obscure any Trade Marks or proprietary notices contained therein.
- 6.7 Without our prior written consent, no part or parts of the Online Service or any Content may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system.

7 SECURITY

- 7.1 You are responsible for maintaining the confidentiality of Your access credentials within Singlife App. You agree that Singlife is not liable for any damage or loss resulting from any breach of security arising from Your failure to maintain confidentiality and You shall defend, indemnify and hold Singlife harmless against all liability, loss, damage or costs and expenses arising or resulting from such access or use of the Secured Site. You must notify Singlife if You become aware of any loss or theft or unauthorised use of Your login credentials and You shall give such details and assistance to Singlife as may reasonably be required.
- 7.2 You must abide by any security advisory guidelines We promulgate at any time. If You discover or suspect any unauthorised or erroneous transactions from or to Your Singlife App, You must immediately contact us and must comply with any instructions We give You.

8 LIABILITY

- 8.1 The Singlife App is provided “as is” and with all faults, and Singlife makes no representation or warranty with respect to the performance or function of the Singlife App or with respect to benefits You may attain from use of the Singlife App. The Content and Services are furnished “as is” and “as available,” without any express or implied warranties of any kind, including without limitation, warranties of fitness for a particular purpose or non-infringement of intellectual

property. We do not represent or warrant that the Content and Services are free of errors, defective or harmful code or viruses. Singlife, to the fullest extent permitted by applicable law, disclaims any and all representations and warranties, express or implied, by operation of law or otherwise, regarding or relating to the Singlife App or any benefits You may attain from use of the Singlife App, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, or of reliability or availability or that the Singlife App will be uninterrupted or error free or that it will be interoperable with any other Singlife App or service.

- 8.2 You agree that regardless of any statute or law to the contrary, any claim or cause of action, arising out of or related to, use of the Singlife App or this Agreement must be commenced within one (1) year after such claim or cause of action arose or be forever barred.
- 8.3 To the maximum extent permitted by applicable law, Singlife and its licensors will not be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages resulting from Your use, misuse or possession of the Singlife App, including from the malfunction of or inability to use the Singlife App, including, but not limited to, damages to property, computer failure, loss of revenue, profits or goodwill, unauthorized access to or alteration of, or loss of or damage to, Your transmissions of data or any other matter relating to the information or content contained within or accessed through the Singlife App, personal injuries from any causes of action arising out of or related to this Agreement or the Singlife App, whether resulting from breach of contract, tort or other legal liability whatsoever, even if Singlife has been advised of the possibility of such damages.
- 8.4 You should contact Singlife concerning any defects or performance issues in the Singlife App using the contact information provided below. Singlife will make reasonable efforts to respond to questions relating to the Singlife App, but makes no representation or warranty that it will resolve all questions or that questions will be answered within a given time. Singlife shall be under no obligation to provide any other support or maintenance services for the Singlife App.
- 8.5 To the fullest extent permitted by applicable laws, Singlife and its employees, officers and all other relevant third party vendors, partners and distributors will not be liable for any actual, direct, indirect, incidental, consequential, special, exemplary, punitive or other damages, including loss of revenue or income, loss of principal, pain and suffering, emotional distress, or similar damages that result from the use of or the inability to use, the content on this site, even if Singlife or representative authorised by Singlife has been advised of the possibility of such damages.

Disclaimer of Warranties

- 8.6 We do not provide any warranty of any kind for the Content and Services, including warranties of accessibility, quality, accuracy, currency or reliability provision or

performance of any goods or services. We also provide no warranties as to our hyperlinks to any other websites or content, which are not an endorsement or verification of such websites or content.

8.7 We will not be responsible for any loss suffered by You arising from or in connection with Your use of the Content and Services even if We are advised of, or otherwise might have anticipated, the possibility of such loss, damage or expense. In particular, We will not be liable to You for any loss as a result of:

- a. any Content and Services not being available due to system maintenance or breakdown/non-availability of any network;
- b. the non-delivery, delayed delivery, misdirected delivery or the non-receipt of any Content and Services;
- c. any non-processing or delay in processing of by Us of any online instructions issued by You;
- d. the disclosure of any information which You have consented to us collecting, using or disclosing or where such collection, use or disclosure is allowed under the applicable laws in Singapore;
- e. any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors; or
- f. any event outside Our control.

Your Warranties

8.8 You represent and warrant to Singlife that:

- a. when downloading and registering for the Singlife App, You will at all times provide information that is correct and current;
- b. Your performance under this Agreement and use of the Singlife App will comply with all applicable laws, rules and regulations (including, without limitation, export control, privacy and obscenity laws), domestic or foreign;
- c. You are not located in a country that is subject to an international embargo, or that has been designated by the Singaporean government as a "terrorist supporting" country; and
- d. that You are not listed on any international list of prohibited or restricted parties.

Indemnification

8.9 To the extent permitted under the applicable law, You agree to fully indemnify and hold Us, Our group of companies, agents, affiliates, directors, officers, and employees, harmless from and against all loss, damage, claims (including third party claims), demands, actions, costs (including legal fees on a fully indemnity basis), changes, expenses and liabilities of whatsoever nature arising out of or relating to:

- a. Your misuse of the Content or Services;
- b. any violation of this Agreement or,

c. any content or data uploaded to our online properties by You.

8.10 You will cooperate fully with us in the defence of any alleged or actual third-party claims (including a claim for infringement of intellectual property or other rights of third party).

9 MISCELLANEOUS

Ranking

9.1 The provisions of this Agreement shall supplement and not replace the provisions of any agreement relating to any Singlife Product, any other agreement(s) between us and You or any of our rights arising under any such agreement(s).

9.2 This Agreement is the complete and exclusive agreement between You and Singlife regarding the Singlife App and Your license to the Singlife App and it supersedes and renders null and void any and all prior agreements, understandings, representations, conditions, and other communications between Singlife and You with respect thereto. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, it shall be severed to the minimum extent required for the other provisions to continue in full force and effect. The Agreement may be modified from time-to-time by Singlife at the same time when the Singlife App is upgraded and Your continued use of the Singlife App after such update means that You have agreed to accept any changes or modifications made by Singlife to this Agreement. Otherwise, this Agreement may only be modified by a writing signed by Company. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and are not to be considered in construing or interpreting this Agreement.

Delay or Failure to exercise rights

9.3 Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights, unless We specifically notify You of such a waiver in writing.

Consents

9.4 Any consent You give pursuant to this Agreement in relation to personal data shall survive Your death, incapacity, bankruptcy or insolvency.

Severability

9.5 If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

No Waiver

9.6 No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

Contracts (Rights of Third Parties) Act 2001

9.7 Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefit of any term in these Terms and Conditions. Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of these Terms and Conditions.

Assignment

9.8 You may not assign, sublicense, or transfer this Agreement or any of Your licenses, rights, or obligations under this Agreement without the written consent of Singlife (in its sole discretion). Singlife may freely assign this Agreement, in whole or part, including to an affiliate, or to an acquirer of or successor to the Singlife App or Company's business or assets related thereto. Any assignment, sublicense, or transfer by You in violation of this subsection shall be void and without force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

Outsourcing

9.9 We shall have the right to outsource or sub-contract any part of our operations to such third party (including but not limited to any party outside Singapore) on such terms and for such scope as We deem fit in our sole discretion.

Governing Law and Jurisdiction

9.10 This Agreement is subject to the laws of the Republic of Singapore. The parties submit to the exclusive jurisdiction of the Courts of Singapore.

Communication and notices

9.11 All notices or communications will be sent by Us to You via:

- a. post or left at Your last known address will be deemed to be received by You on the day following such posting or on the day when it was so left; or

- b. any print or Online media (for example, SMS, push notification, email or Website) as We may choose will be deemed to be notified to You on the date of publication or broadcast.