

Terms & Conditions

In consideration of Jaga-Me Pte Ltd's ("Jaga-Me") acceptance of my registration as a user of the Jaga-Me mobile application and/or website at <http://www.jaga-me.com> (the "Platform"), the grant of license by Jaga-Me for me to use the Platform and/or Jaga-Me's agreement to make available its service options to me, I hereby acknowledge and agree to abide by the following terms:

Scope of Services

I acknowledge and accept that Jaga-Me itself does not provide any healthcare, medical or nursing services and is only: a. providing a platform for my access to qualified, independent healthcare professionals/ institutions/specialists ("CaregivingSpecialists") (either in person, by phone, e-mail, tele-conferencing or video-conferencing); and b. facilitating access to and/or discounts (if any) on selected caregiving related services offered by the Caregiving Specialists, business partners of Jaga-Me or such other third party ("Ancillary Services") (the services at a. and b. collectively referred to as the "Services"). I shall have the sole right to choose from the service options available to me on the Platform or based on the recommendation of Jaga-Me or the Caregiving Specialists. I agree and acknowledge that I shall be solely responsible for any decision or selection made by me in relation to the service options/solutions regardless of whether my decision was based on the recommendation of Jaga-Me or the Caregiving Specialists ("Recommendation"). In this regard I shall at my own cost and expense, verify and check the credentials and reliability of the Recommendation and Jaga-Me shall not have any liability in this regard.

Changes to Agreement or Service

Jaga-Me may modify the Terms & Conditions, including the rates it charges me, by sending notice. If I do not want to be bound by the modified terms, then I must stop using the Services. As the Service is evolving over time, Jaga-Me may add, change or discontinue all or any part of the Service, at any time and without notice, at their sole discretion. Any changes will be effective 48 hours after the time it is deemed to be given under the terms of "Notice", or such later date specified in the notice.

Responsibility for Services

I acknowledge and accept that Jaga-Me is not responsible, directly or indirectly, for the Services received by me or for the acts or omissions of any Caregiving Specialists assigned to me through the Jaga-Me platform. I also acknowledge and accept that Jaga-Me is NOT a medical service provider (whether routine, emergency or urgent care). If an emergency or urgent medical situation arises in my case, I understand that I should immediately contact the relevant medical institutions for emergency medical care.

Payment

I agree to keep a current credit or debit card on file with Jaga-Me at all times. I agree to pay Jaga-Me for any transactions made in connection with my account ("Service Fees"). Jaga-Me will charge my credit or debit card according to the agreed rates for Services, as modified from time to time. Any changes in rates will be communicated to me in accordance with these Terms and Conditions. All Service Fees are due immediately upon completion of the scheduled appointment and I hereby authorize Jaga-Me to charge the card on file following

completion. Jaga-Me retain the right to place a hold on my credit card for an ordered or completed appointment. In addition, I agree that Jaga-Me may charge my payment method for verification and pre-authorization purposes and I agree to bear any additional charges that your bank or other financial service provider may levy on me. Jaga-Me will use third party services to process credit card information.

For payment made via bank transfer, I agree to pay 50% of the total bill upon acceptance of quotation, and another 50% upon completion of services.

No Performance Guaranteed

I acknowledge and agree that whilst Jaga-Me will use its best endeavours to procure the appropriate Caregiving Specialist to address my needs, Jaga-Me does not guarantee that the Services or the services rendered by the Caregiving Specialist assigned to me shall be effective to meet my medical needs or other personal requirements.

The Services may include recommendations, but all decisions in connection with the implementation and acceptance of such recommendations shall be the responsibility of, and made by, me. In connection with how and when services are to be dispensed by Jaga-Me or the Caregiving Specialists, Jaga-Me shall be entitled to rely on all decisions and approvals of the Customer.

The performance of the Services and the provision of services by the Caregiving Specialists do not constitute (i) medical advice or diagnosis; or (ii) a recommendation regarding the treatment of any illness or disability.

Cancellation by Client

I may cancel any appointment for Care Services by calling Jaga-Me at 8498 4598 no later than 24 hours prior to the scheduled appointment.

In the event of any cancellation or rescheduling of any appointment between me and any Caregiving Specialist **less than 24 hours** and a Caregiving Specialist has already been assigned, I agree that Jaga-Me shall be entitled to charge and I shall be liable to pay a cancellation fee of S\$20 (for each cancellation).

Service cancellation when Caregiving Specialist has reached the Care Recipient's place will be charged at full shift or procedural value.

15. **FEES AND CHARGES.** I shall pay Jaga-Me all charges and fees invoiced to me for the provision of the Services within 10 days from receipt of the invoice. Jaga-Me shall be at liberty to levy late interest of 10% per annum on all outstanding amounts that remain payable beyond the due date for payment. Jaga-Me shall have the right to modify the fees and charges in relation to the Services (or any part thereof) and the Ancillary Services that may be available to me through Jaga-Me's online platform or from the Caregiving Specialists, business partners of Jaga-Me or such other third party offering these Ancillary Services, from time to time, without any requirement of giving any prior notice. I acknowledge and agree that Jaga-Me shall be entitled to charge and I shall be liable to pay for the Services according to Jaga-Me's standard price list from time to time in force (which price list is available for download at <http://www.jaga-me.com/services>).

Notice

Jaga-Me may give notice by means of a general notice on the Platform, electronic mail to my address in my account, or by written communications sent by paid post to my address in my account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing, by post, text messages or email.

Substitution of Caregiving Specialist

If a Caregiving Specialist is unable to make any scheduled appointment and Jaga-Me receives sufficient advance notification, Jaga-Me will make every reasonable effort to find replacement in sufficient time, and if no replacement is available, I will not be charged for the appointment. Jaga-Me shall not otherwise be responsible for any inability to provide a substitute Caregiving Specialist.

Disclaimer

Jaga-Me shall not be liable for any loss, damages, costs or expenses incurred by me in connection with or arising from the Services or the services provided by the Caregiving Specialist. Jaga-Me shall not be responsible nor liable for any complications (including without limitation medical complications) or other consequences that may arise from the provision of the Services or from any services provided by the Caregiving Specialist. I explicitly acknowledge and agree that I shall not make any claim against Jaga-Me in relation to any consequences that may arise from the provision of the Services by Jaga-Me or the services by the Caregiving Specialist regardless of whether negligence has been established.

Privacy

Upon acceptance of these Terms and Conditions I confirm that I have read, understood, and accepted Jaga-Me's Privacy Policy.

Force Majeure

Jaga-Me shall not be liable for its failure to perform under the terms of this Agreement if such non-performance results from the occurrence of any force majeure events like acts of God, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations, affecting the performance of Jaga-Me.

Limits on Liability

Without prejudice to the provisions herein, I hereby acknowledge and agree that in respect of each cause of action which might accrue to me under this Agreement (if any), Jaga-Me's maximum liability (regardless of form of action, whether in contract, tort or otherwise) shall in no event exceed the total amount of fees paid by me to Jaga-Me as at the date of accrual of the said cause of action. I hereby acknowledge and agree that in no event shall Jaga-Me be liable for any loss of income or profits whether these arise as direct or indirect losses. I further acknowledge and agree that Jaga-Me shall not be liable for any consequential, special, incidental or punitive loss, damage or expense even if I have been advised of their possible existence.

Ancillary Services

For providing the Services, Jaga-Me shall from time to time have arrangements/tie-ups with the Caregiving Specialists, business partners of Jaga-Me or such other third party for the offering of such Ancillary Services that Jaga-Me may from time to time deem fit. These Ancillary Services may be availed by me, at my option at my sole cost and expense. I hereby acknowledge and agree that I shall not make any claim against Jaga-Me in relation to any deficiency or defect in the Ancillary Services provided by the Caregiving Specialists, business partners of Jaga-Me or such other third party offering these Ancillary Services.

Dispute Resolution and Release

In the event a dispute arises between me and one or more of the Caregiving Specialist(s), business partners of Jaga-Me or such other third party, I hereby release Jaga-Me (and Jaga-Me's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Jaga-Me may, for my benefit, try to help me resolve disputes, provided always that, any such assistance is provided only in Jaga-Me's sole discretion and Jaga-Me has no obligation to resolve disputes between the foregoing parties. To the extent that Jaga-Me attempts to resolve a dispute, Jaga-Me will do so in good faith based solely on Jaga-Me's policies. Jaga-Me will not make judgments regarding legal issues or claims.

Information Disclosure

I hereby represent and warrant that all information and documentation disclosed by me and/or contained in the membership registration form (including without limitation any medical reports and transcripts) are true and correct. I further acknowledge and agree that Jaga-Me shall not be liable for any disclosure that I may make with regard to my medical/confidential/personal/familial information, history or condition or other records as disclosed through direct or mediated means by me to Jaga-Me ("Information"). I agree that Jaga-Me shall have the right to disclose the Information to the Caregiving Specialist(s), business partners of Jaga-Me or such other third party and their employees as necessary in discharge of the desired Services, in such manner as Jaga-Me may deem fit. I acknowledge that Jaga-Me shall not be liable for non-disclosure or incomplete disclosure of any Information to the Caregiving Specialist(s), business partners of Jaga-Me or such other third party and their employees.

Information Storage

Jaga-Me may choose to maintain copies of the Information on a portal (of the Platform) wherein all such Information shall be stored and if so, Jaga-Me may at its discretion grant me a secured access to the portal created by Jaga-Me to ensure easy access to the Information ("Portal") and I agree my access to the Information on the Portal shall be in compliance with and subject to the terms and conditions of use of the Portal which may change from time to time. I also agree that I shall be solely responsible for any misuse of my access (log in rights) on the said portal. I acknowledge that I shall at all-time provide updated Information to Jaga-Me and Jaga-Me shall, based upon such updates, update the Information stored on the Portal. I further acknowledge and agree that Information provided by me may be stored on third party storage facilities which may not be entirely

within the control of Jaga-Me. I hereby give my consent to the storage of Information on such third party storage facilities and shall hold harmless Jaga-Me against any and all claims, costs, losses, expenses and demands arising out of or in connection with the storage of the Information in such third party storage facilities .

Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of Singapore. The Parties submit to the non-exclusive jurisdiction of the Singapore Courts.

Assignment

Jaga-Me shall have the right to assign this Agreement without my prior written consent.

These Terms and Conditions were last updated on January 31, 2017.