

TERMS AND CONDITIONS

1. Introduction

Welcome to Genomic Wellbeing (“**Genomic**”)! Thank you for visiting our App, the Biophoton Downloadable Recharger (“**App**”), which is governed by these Terms and Condition (this “**Terms**”) These Terms and Conditions govern your access to and use of the Biophoton Downloadable Recharger application provided by Genomic Wellbeing Pte Ltd and its related companies (“**Genomic Wellbeing**”, “**we**”, “**our**” or “**us**”) By using this App, you hereby agree to be bound by this Terms, thus please read them carefully.

2. Amendments/Variation of the Terms

Notwithstanding any clause stated herein, we reserve the right and at our absolute discretion to add, change, discontinue, remove, or suspend any content, including, without limitation, all audio, video, images, graphics, software, data and information (the “**Content**”), posted on the App, including features and specifications of products described or depicted on the App, temporarily or permanently from time to time without any prior notice to you. We further reserve our rights to update this Terms from time to time without prior notice to you. You are responsible to review these terms and condition periodically for any updates or changes. Your continued usage of this App following the changes will indicate that you have and will accept and agree to the subsequent revised terms.

3. Customer Registration and Account

- 3.1 The account registration for the purpose of using the App shall only be permitted provided that you have purchased a valid subscription or license for the App and/or on invitation from Genomic Wellbeing ONLY. Genomic Wellbeing Pte Ltd reserves its absolute rights to decide on whether the user is entitled to subscribe for the App. Your account is for your sole use and you may not authorize others to use your account without our prior written consent.
- 3.2 You shall be solely responsible in maintaining the confidentiality of your ID, Password and other personal information safe and secure. In addition, you must notify us immediately of any unauthorized use of your account. We shall not be held responsible and/or liable, directly or indirectly in whatsoever way for any loss or damage imposed as a result with your failure to comply with this clause.
- 3.3 We reserve our absolute right to suspend or terminate your account or suspend you of any future use of the App in any capacity at any time, where we have reasonable grounds to believe that: (i) your use of the App does not comply with this Terms or any applicable legislation or regulation; or (ii) your account is being used by third party without our consent.
- 3.4 We shall not be liable or be responsible in any manner whatsoever for the deletion of any data contained in your account.

4. Commencement And Term

These Terms take effect when you first access or use the App. Your paid subscription begins on the date specified at the time of purchase and continues for the applicable billing period. Unless cancelled in accordance with Clause 5.2, your subscription will automatically renew for successive billing periods of the same duration.

5. Payment; Cancellation

- 5.1 Unless otherwise indicated, paid Subscriptions continue indefinitely until cancelled. You will be billed on a recurring basis on the first day of each billing period (depending on the subscription you intended to subscribe) and you will pay and you authorize us or the applicable third party to charge your payment method the then-current subscription fee. Subscription fees are non-refundable unless required by applicable law.
- 5.2 You may cancel your paid Subscription at any time by logging into your App account and following the prompts on the Account page and following the instructions. Unless otherwise indicated, cancellation will take effect from the end of the billing period in which you cancel.

6. Permission to Use

Subject to these Terms, Genomic Wellbeing grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the App during your subscription term solely for your personal and non-commercial purposes.

7. Closing of Accounts

In the event your App subscription license has expired or if your services are terminated by Genomic Wellbeing Pte Ltd or its affiliated party, the App account shall be closed automatically. No prorated refund will be provided upon expiry, cancellation or termination, except where required by applicable law. Genomic Wellbeing Pte Ltd reserves its absolute rights to disallow the renewal of the user's subscription after expiry of the user's initial subscription. Any outstanding payment obligations shall survive termination.

8. Limitation of Liabilities

- 8.1 The content displayed on the App is provided without any representations, guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 8.2 To the fullest extent permitted by applicable law, Genomic Wellbeing shall not be liable for any indirect, incidental, special, consequential or punitive loss or damage arising out of or in connection with your access to or use of, or inability to access or use, the App, whether arising in contract, tort (including negligence), statute or otherwise, even if Genomic Wellbeing has been advised of the possibility of such loss or damage.
- 8.3 Without limiting the foregoing, Genomic Wellbeing shall not be liable for any loss of (a) income or revenue; (b) profits, business or business opportunities; (c) contracts or anticipated savings; (d) data or information; (e) goodwill or reputation; (f) business interruption; (g) management or administrative time; or (h) any other indirect, incidental, special or consequential loss or damage arising from or in connection with the use of, or inability to use, the App. Nothing in this Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law.

9. Intellectual Property Rights, Trademarks, Copyrights

All materials contained in the App, including information, trade name, images, graphics, text, logos, page headers, button icons, audio clips, video clips, scripts, digital downloads, data compilations, software are protected by copyrights, trademarks and other intellectual property (“IP”) are owned, controlled and licensed by Genomic Wellbeing, one of its affiliates or by third parties who have licensed their materials to Genomic Wellbeing and are protected by Singapore and international trademark and copyright laws. You may access this App for non-commercial use or for your own personal use. You shall not frame or utilize framing techniques or utilize framing techniques to enclose any trademark, trade name, logo, or other proprietary rights or information including but without limitation to images, text, page layout, or form of Genomic Wellbeing without express written consent of Genomic Wellbeing. No license, right, title or interest in any materials or software is transferred to you as a result for you to use the App. All material directly or indirectly located on the App is to be used only for your purpose of using the App. Any unauthorised use of the content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

10. Links to Third-Party Site

The App may contain links to other sites operated by third parties. These links are available for your convenience and are intended only to enable access to these third-party sites and for no other purpose. Genomic Wellbeing does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness, privacy setting for particular purpose of any such third-party sites. Any link to a third-party site presented on our App does not constitute sponsorship, endorsement, approval or responsibility by Genomic Wellbeing. Please review the conditions of use for all third-party sites for more information about the terms and conditions that apply to your use of these sites. Where any interactions between site users take place, we accept no responsibility for any harassment, annoyance or the transmission of any offensive, illegal or derogatory material(s).

11. Security

We are unable to guarantee that third parties will not be able to independently gain access to confidential information or data (including without limitation payment details and details of your personal identity) passing to or via this App. While we implement reasonable administrative, technical and organizational safeguards, no method of electronic transmission or storage is completely secure. To the fullest extent permitted by applicable law, we do not warrant that unauthorized access, loss, misuse or alteration will never occur.

12. Indemnification

As a condition to the use of this App, you agree to defend, indemnify, hold harmless Genomic Wellbeing and its respective directors, licensee, affiliates, subsidiaries, business partners, agents, officers, employees, from and against any claims, liabilities, losses, damages, demands, proceedings, costs and expenses which including but not limited to, reasonable attorney’s fees and

expenses arising out of or otherwise relating to your usage of this App in relation to your breach of any part of this Terms or the representations, warranties, and covenants, any unlawful and/or unauthorized use, and/or any infringement of third-party rights. You will cooperate as fully as reasonably required in Genomic Wellbeing's defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Genomic Wellbeing.

13. Prohibitions/Prohibited Uses

13.1 You must not misuse this App. As a condition of your usage of this App, you agree, covenant and undertake that you are bound to the followings including but not limited to:

- (i) Not to infringe the copyright, trademark, trade name, logo, trade secret or any other intellectual property rights of a third party or violate the privacy, publicity or other personal rights of a third party;
- (ii) Not to encourage, assist or authorized any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, Genomic Wellbeing's App, whether in whole or in part, or to create any derivative works from or of Genomic Wellbeing's App;
- (iii) not violate or attempt to violate the security of the App, including, without limitation to accessing data not intended for you or logging onto a server or an account that you are not authorized to access; trying to change the behavior of the App; attempting to probe, scan, or test the vulnerability of a system or network, or to breach the security or authentication measures;
- (iv) not to misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain un-authorized access to the App. You must not attack the App via a denial-of-service attack or a distributed denial service of attack. By breaching this provision, such conduct may constitute to a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate fully with any such authorities by disclosing your identity to them;
- (v) not to misrepresent your identity or represent yourself as another entity; and
- (vi) not to use the information provided within the App to develop a competing product against Genomic Wellbeing.

13.2 You hereby agree to indemnify us in full and against any and all claims, liabilities, losses, damages, expenses and other costs whatsoever suffered or incurred as a result of any breach of your obligations under Clause 13.1, including, but not limited to, any claims made against us by any third party.

14. Termination or Suspension of Account

- 14.1 Genomic Wellbeing is entitled, at its own sole discretion, to terminate and/or to suspend your account at any time, if: –
- a. You have committed any breach of any of your obligations or covenants, particularly under Clause 13 of this Terms and fail to take appropriate steps to remedy such breach (if capable of remedy) within 30 days after being given notice so to do by Genomic Wellbeing; or
 - b. Genomic Wellbeing has sufficient evidence to prove that you have acted in whatsoever manner that has caused Genomic Wellbeing to be in disrepute and/or to suffer financially; or
 - c. You being a company, has a winding up petition commenced against it or enters into liquidation whether compulsory or voluntary or has a receiver appointed; or
 - d. You have entered into an arrangement of the benefit of your creditor(s); and/or whenever any of the event referred to in this clause happens to or in relation to any one or more of them; or
 - e. You have used Genomic Wellbeing's name and/or IP in any sort of materials, whether printed or soft copy, without written consent from Genomic Wellbeing.
- 14.2 Notwithstanding the termination or suspension, Genomic Wellbeing reserves its absolute right to commence legal proceedings against you for any antecedent breach.

15. **Miscellaneous**

- 15.1 We will not be liable to you for failure to perform or delay in performance of any obligations caused by events outside our reasonable control ("**Force Majeure Event**"), including without limitation, any difficulties experienced by you in accessing the App. A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following: strikes, lock outs or other industrial action; civil commotion, riot, invasion, terrorist attack, or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; Fire, explosion, storm, flood, earthquake, subsidence, epidemic or another natural disaster; Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; Impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations, or restrictions, of any government; and any shipping, postal, or other relevant transport strike, failure or accidents.
- 15.2 This Terms constitute the entire Terms between you and Genomic Wellbeing relating to your use of this App and shall supersede and replace all other contracts (except, where applicable), discussions, letters or communications (whether written or oral) relating to the subject matter hereof save that neither party excludes liability for any fraudulent misrepresentations made by it to the other party upon which the other party can be shown to have relied.
- 15.3 Your usage of the App is governed by the laws of the Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts in relation to any dispute or claim arising out of your use of or access to the App.
- 15.4 If any provision of this Terms or the application of any provision hereto to any person or circumstances is held to be invalid, unenforceable or otherwise, illegal, the remainder of this Terms and the application of such other provisions shall not be affected.

- 15.5 No waiver by Genomic Wellbeing at any time of any breach by you or a third party or compliance with any condition or provision of this Terms to be performed by you or a third party shall be construed as a waiver of similar or dis-similar provisions or conditions at the same or at any prior or subsequent time.
- 15.6 The App and all information, content and services made available through it are provided for general informational and wellness purposes only. They do not constitute medical advice and are not intended to diagnose, treat, cure or prevent any disease or medical condition. You should consult a suitably qualified healthcare professional before making decisions concerning your health or treatment. You should not disregard or delay seeking professional medical advice because of information provided through the App.