TERMS AND CONDITIONS FOR ANAESTHETISTS

AnaXS Pte. Ltd. (UEN 202119293N)

Version 1.1 — effective 15 January 2026, as revised 24 August 2026

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1. Terms and Conditions between the Anaesthetists and the Company

1.1. These Terms govern your use of the App operated by AnaXS Pte. Ltd. (the "Company"). All definitions used in these Terms have been defined under Clause 2 below.

1.2. By using the App, you agree to be legally bound by these Terms. Your access to the App and your Profile being displayed on the App is conditional on your acceptance of and compliance with these Terms. If you do not accept these Terms or any part of them, you agree to discontinue use of the App. Your Profile will be deactivated and cease from being featured on the App, and you will no longer be able to communicate with Clinics via the App.

1.3. The Company may amend, vary or modify any of these Terms at any time. The Company will notify you of any material amendment by written notice to the email address you have registered with the Company, and will publish the revised Terms on the App together with the date from which they take effect. If you do not agree to these Terms as amended or varied, you must terminate your engagement with the Company, disable your Profile and exit the App. Your continued use of the App after the effective date of an amendment shall mean that you agree to the Terms as amended.

1.4. Any variation, introduction or increase of the Fees is governed by Clause 3.13 and not by this Clause 1.

2. Definitions

2.1. The definitions and rules of interpretation in this clause shall apply in this Agreement.

"Authoritative Bodies"	shall mean the regulatory and authoritative bodies governing medical professionals in Singapore, including but not limited to the Ministry of Health Singapore and the Singapore Medical Council;
"Anaesthetist" or "you"	shall refer to you, a medical professional validly registered as a specialist in anaesthesiology with the Singapore Medical Council under the Medical Registration Act 1997 and any other applicable governing bodies;
"Annex A"	means the schedule of Fees appended to these Terms, as varied from time to time in accordance with Clause 3.13;
"Booking"	means a booking made through the App by a Clinic for an Anaesthetist to administer anaesthesia at an upcoming Procedure. A booking

	request becomes a Booking when, and at the moment that, a Clinic's booking request is accepted by an Anaesthetist;
"Booking Fee"	shall have the meaning given to it at Clause 3.8 below;
Company	shall refer to AnaXS Pte. Ltd. (UEN 202119293N), formerly known as Amplytude Pte. Ltd.;
Confidential Information	shall mean information received by you (in whatever form) relating to the Company, App, other Anaesthetists, agents and/or representatives engaged by the Company, Patients, Clinics, and/or any other information received by you via the App or connected with your use of the App, which are confidential to the Company, whether or not such information (if in anything other than oral form) is marked as confidential, including but not limited to personal information and/or disclosures made by the Patients and their respective Personal Data as disclosed by the Patients or the Clinic;
Clinic(s)	means the clinic arranging the upcoming Procedure for the Patient, including but not limited to arranging, via the App, for an Anaesthetist to administer anaesthesia to the Patient for the Procedure. For the avoidance of doubt, reference to "Clinic(s)" shall include representatives of the Clinic, including but not limited to doctors, nurses, staff, independent contractors, service providers, agents and/or any representatives of the Clinic;
Dispute(s)	shall mean any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims);
Fee(s)	shall have the meaning given to it at Clause 3.12 below;
Intellectual Property	shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
App	shall mean an online App named AnaXS, accessible at the domain https://anaxs.com/, as well as on the mobile app operated by the Company and known as "AnaXS" or such other name as given by the Company from time to time;
Patient(s)	means a patient of the Clinic who will be undergoing a Procedure;
Personal Data	shall mean personal data as defined under the Personal Data Protection Act 2012 of Singapore;
Profile	means the profile of the Anaesthetist displayed on the App, which will

	contain the Anaesthetist's name together with such further information relating to the Anaesthetist's practice as the Company may display from time to time (which may include, without limitation, subspecialty interests and willingness to undertake after-hours work);
"Procedure"	shall refer to an upcoming scheduled session which comprises a session involving the Patient which requires the clinical services of an Anaesthetist, such as performing a pre-anaesthetic assessment, providing the administration of anaesthesia, sedation, pain management, and/or any other such services provided by the Anaesthetist;
"Services"	has the meaning given to it under Clause 3.16 below; and
Terms	shall mean these Terms & Conditions governing your use of the App.

2.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

2.3. The schedule to this Agreement forms part of and is incorporated into this Agreement.

2.4. A reference to a person includes a natural person, a corporate body and an unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2.5. A reference to a Party shall include that Party's successors, permitted assigns and permitted transferees.

2.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

2.7. A reference to a statute, statutory provision or any subsidiary legislation made under a statute is to such statute, provision or subsidiary legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subsidiary legislation made under that statute from time to time.

2.8. A reference to writing or written includes email and other forms of electronic communication, but shall not include facsimile transmission.

2.9. Where the words include(s), including or in particular or any similar expression are used in this Agreement, they are deemed to have the words "without limitation" following them.

2.10. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. Bookings, Fees & Services

Bookings

3.1. The Company operates an App to connect Clinics with Anaesthetists offering their Services. Each Anaesthetist offering their Services has an individual Profile on the App, which lists out relevant information.

3.2. **What the Company does.** In respect of each booking request, the function performed by the Company is to:

(a) receive the Clinic's booking request;

(b) distribute that request to Anaesthetists eligible to receive it;

(c) transmit an Anaesthetist's acceptance of that request to the Clinic;

(d) confirm and record the resulting Booking;

(e) maintain the record of the Booking and make it available to the Clinic and the Anaesthetist; and

(f) issue such reminders and notifications in respect of the Booking as the Company may provide from time to time.

This Clause describes the Company's function. It is not a warranty, a guarantee or a service level, and is subject to Clauses 3.4, 3.5, 12 and 13.

3.3. When a Clinic requires an Anaesthetist for an upcoming Procedure, the Clinic extends a booking request via the App. A booking request becomes a Booking when, and at the moment that, an Anaesthetist confirms acceptance of it. Clinics do not have access to your calendar and cannot view your availabilities; a Booking arises only if and when you accept a request.

3.4. **Distribution of requests.** Booking requests are not necessarily distributed to all Anaesthetists simultaneously. The Company may distribute a booking request to Anaesthetists in such order, sequence or grouping as the Company determines, and may make a request visible to some Anaesthetists before others, or not at all. The Company gives no undertaking that you will receive any particular booking request, that you will receive it at any particular time, or that you will receive any Bookings at all.

3.5. **No guarantee of delivery.** The App relies on third-party channels (including messaging, email and web push services) for the delivery of notifications. The Company does not guarantee that any booking request, notification, acceptance, cancellation or reminder will be transmitted, delivered, received, seen or acted upon. You must not rely on the absence of a notification as an indication that no Booking, cancellation or change has occurred, and you remain responsible for satisfying yourself, by direct contact with the Clinic, of the status of any Booking you have accepted.

3.6. You agree and consent to your Profile being displayed to the Clinics for their consideration. You consent to information about yourself on your Profile being shared with the Clinics. Such information will include but not be limited to your professional experience, your contact information, and any other information deemed relevant by the Company to be shared with the Clinics.

3.7. **Metrics displayed on your Profile.** Where the Company displays on your Profile any metric derived from your use of the App (including any cancellation rate, response time or fulfilment rate), you may at any time request in writing at info@anaxs.com a statement of the figures held in respect of you and the basis on which they are computed, and may request the correction of any figure you consider inaccurate. The Company will respond within a reasonable time and will correct any figure found to be inaccurate.

Fees

3.8. **Booking Fee.** As consideration to the Company for performing the function described at Clause 3.2, you agree to pay the Company a fee in respect of each Booking (the **"Booking Fee"**). The Booking Fee is a **flat fee per Booking**, at the rate published in Annex A. The Booking Fee does not vary with the duration, complexity or nature of the Procedure, with the time required to perform the Services, or with the professional fees which you charge, and the Company does not determine the Booking Fee on a case-by-case basis.

3.9. **When the Booking Fee is earned, and when it is not payable.** The Booking Fee is earned at the point of acceptance, that is, at the moment a booking request becomes a Booking. Subject to Clause 3.10, the Booking Fee is payable whether or not the Procedure subsequently takes place, and remains payable notwithstanding:

(a) your subsequent cancellation of the Booking;

(b) your arranging for a replacement Anaesthetist to attend in your place;

(c) the cancellation of the Booking by any such replacement Anaesthetist; or

(d) the Procedure not proceeding for any other reason.

3.10. **Sole exception.** No Booking Fee is payable by you in respect of a Booking where the Clinic cancels the Procedure.

3.11. **When the Booking Fee is collected.** Although earned at acceptance, the Booking Fee is collected only after the date scheduled for the Procedure (or, where the Procedure has been rescheduled, the date as most recently rescheduled), and is invoiced in the month following that date. By way of illustration only:

(a) a Booking is accepted at the start of January for a Procedure scheduled for the end of January. The Booking Fee is invoiced in February; or

(b) a Booking is accepted in January for a Procedure scheduled in April. The Booking Fee is invoiced in May.

3.12. **Other Fees.** In addition to the Booking Fee, the Company may offer certain optional and paid features on the App. Should you wish to use these paid features, you will have to pay the additional fee for such features. The Booking Fee, additional fees for paid features, and any other applicable charges from the Company to you shall collectively be referred to as the **"Fees"**. The schedule of Fees is set out at Annex A.

3.13. **Variation, introduction and increase of Fees.** The Company may vary, introduce or increase the Fees (including the rates published in Annex A), provided that:

(a) the Company gives you not less than **one month's** written notice to the email address you have registered with the Company before the variation, introduction or increase takes effect;

(b) a Booking accepted by you before that notice takes effect is charged at the rate applicable immediately before the notice took effect, notwithstanding that the Procedure occurs, or the invoice is issued, after that date.

For the avoidance of doubt, the introduction of a Fee where no Fee is presently charged is a variation for the purposes of this Clause and requires the same notice.

3.14. **Invoicing and payment.** The Company will issue you an invoice on a monthly basis in accordance with Clause 3.11. Any Fees payable by you to the Company will be governed by the payment terms in the invoice(s) from the Company to you. Unless otherwise stated in the relevant invoice, you have thirty days from the issuance of an invoice to make payment. If the Company does not receive payment from you by then, the Company reserves the right to terminate your access to the App on the terms of Clause 14.1 below. Such termination is without prejudice to other remedies available to the Company, if any.

3.15. If you do not accept the Fees or any variation thereof, you may terminate your engagement with the Company under Clause 14.2 below. Under no circumstances will the Company process any refund of a Booking Fee properly earned under Clause 3.9.

Services

3.16. By accepting a Booking, you agree to provide your Services to the Patients for the upcoming Procedure. The **"Services"** provided by you to the Patient may include but are not limited to any or all of the following, whether in whole or in part:

(a) providing general information about anaesthesia to the Patient;

(b) conducting a pre-anaesthetic assessment of the Patient;

(c) providing the Patient with a proposed anaesthetic plan;

(d) administering the Patient with anaesthesia on the day of the Procedure; and

(e) any other incidental work in connection thereof, including communicating with the Clinic as necessary.

3.17. For the avoidance of doubt, the Company and the App only serve to facilitate the Bookings. The Company is not involved in the Services in any way, save for the limited involvement of facilitating the Bookings. Subject to Clause 7.3, once a Booking is made you agree to waive, release, discharge and indemnify the Company from any and all liabilities arising from the performance of your Services.

3.18. **The App is not a clinical system.** The App is a scheduling and communications tool. It is not a medical device, is not a clinical record system, and is not a source of clinical information. You must not use the App to transmit clinical information for the purpose of clinical decision-making, must not rely on the App or on any information displayed on it for any clinical decision, and must not treat the App as a substitute for your own clinical assessment or for direct communication with the Clinic.

Cancellation of Bookings by you

3.19. **Your responsibility for a replacement.** If you are unable to provide your Services for a confirmed Booking for any reason:

(a) you must notify the Clinic and the Company as early as practicable, so that the Company may re-post the request;

(b) it is your sole responsibility to source a replacement Anaesthetist to act in your place, and you must use reasonable endeavours to do so;

(c) it is your professional and ethical duty to effect a clinical handover of the Patient to the replacement Anaesthetist taking over the case;

(d) you must liaise directly with the Clinic, the replacement Anaesthetist and, if necessary, the Patient in respect of the replacement; and

(e) **no replacement is effective for the purposes of these Terms unless the Clinic has affirmatively confirmed in writing that it accepts the identity of that replacement.**

3.20. **The Company plays no part in a hand-off.** The Company will not source, vet, approve, confirm or liaise with a replacement Anaesthetist, and gives no assurance as to the suitability, availability or attendance of any replacement. All communications in respect of a replacement take place outside the App.

3.21. **Consequences of cancellation.** Where you cancel a Booking, whether or not a replacement acceptable to the Clinic is in place:

(a) the Booking Fee remains payable in accordance with Clause 3.9;

(b) the cancellation will be recorded by the Company;

(c) repeated or late cancellation may constitute a breach of these Terms under Clause 8 and grounds for termination under Clause 14.1; and

(d) subject to Clause 7.3, you agree to indemnify and hold the Company harmless against any liability arising from your cancellation of any Booking.

3.22. **Clinical judgment.** Nothing in these Terms requires you to provide, or to continue to provide, the Services where in your clinical judgment you are unfit to do so, or where it would be unsafe, unethical or contrary to your professional obligations to proceed. Your clinical judgment is yours alone; the Company does not direct it and does not override it. This Clause prevails over any other provision of these Terms.

Cancellation and rescheduling of Bookings by the Clinic

3.23. If you have confirmed the Booking and the Procedure is subsequently cancelled by the Clinic, no Booking Fee will be charged to you.

3.24. If you have confirmed the Booking and the Procedure is rescheduled by the Clinic, the Patient and/or the Company, the Booking Fee will be charged to you in the invoice provided to you in the month after the rescheduled date of the Procedure, and one Booking Fee only is payable in respect of that Booking however many times it is rescheduled. You agree to attend to the Procedure and provide your Services on the new date and time on which the Procedure is booked. If you are unable to do so, Clauses 3.19 to 3.22 apply.

4. Anaesthetists' Warranties and Undertakings

4.1 By consenting to your Profile being displayed on the App, you warrant and undertake the following:

(a) that you are validly registered as a specialist in anaesthesiology with the Singapore Medical Council under the Medical Registration Act 1997, and that you will continue to be registered as such up to the withdrawal of your Profile from display on the App, howsoever occurring;

(b) that you are appropriately and fully licensed to represent to third parties that you may provide the Services on Patients;

(c) that you are appropriately and fully licensed to administer the Services by the relevant Authoritative Bodies;

(d) to obtain and maintain professional indemnity insurance with reasonable coverage on par with industry standards;

(e) to promptly and fully disclose to the Company if you lose the relevant licences and/or registrations to provide the Services, or if you become at risk of losing such licences and/or registrations to provide the Services (i.e., inter alia, if your licence to practise as a specialist in anaesthesiology expires, if you are facing any disciplinary proceedings by the Authoritative Bodies, if you are suspended from medical practice, or if you become subject to a medical malpractice claim);

(f) to comply with all applicable legislation, regulations, ethical standards and best practices binding on you as a member of the medical profession in Singapore;

(g) to charge Patients and/or Clinics fees which are commensurate for the Services provided and in line with the ethical standards of medical professionals as set by the Authoritative Bodies;

(h) that, where any part of the Fees payable by you to the Company is passed on to or recovered from a Patient, whether directly or indirectly, you will disclose the purpose and nature of that charge to the Patient in accordance with the ethical standards set by the Authoritative Bodies;

(i) to promptly communicate with the Company all such information and reports as may be reasonably required in connection with matters relating to the display of your Profile on the App;

(j) to comply with these Terms and any notices, guidelines and/or amendments to the Terms as provided at any time by the Company on the App, including but not limited to any data policies and cyber security policies which the Company may implement and amend from time to time;

(k) to comply with all applicable laws and regulations, as may be informed by the Company to you from time to time;

(l) not to license, sublicense, sell, resell, transfer, assign or otherwise commercially exploit or make available to any third party any content on the App in any way;

(m) that you will inform the Company immediately if there has been a change of your mobile number or loss of mobile device, to ensure the security of your personal information;

(n) that you will safeguard your login credentials to the App, and that you will inform the Company immediately if your access credentials and/or device(s) from which you have access to the App become compromised in any way, or if you have any reason to suspect the same;

(o) not to modify or make derivative works based off any content on the App, or reverse engineer or access the underlying software of the App for any reason; and

(p) not to interfere with or disrupt the App or the servers or networks of the App, and not to do or attempt to do or permit any other person to do or attempt any act that interferes with, or disrupts the integrity of, the App.

5. Communication with Clinics

5.1 In the process of making a Booking or after confirming a Booking, you may choose to communicate with the Clinic on the details of the Booking on a different platform other than the App. You acknowledge and agree that you are solely responsible for your communications with the Clinics, whether such communication takes place on the App or external to the App.

5.2 You acknowledge that the Company is unable to exert control or influence over the actions and speech of yourself and/or the Clinics and is therefore under no obligation to oversee, monitor or moderate any engagement, interaction and/or communication on such third-party messaging platforms between you and any other party. Subject to Clause 7.3, the Company expressly excludes its liability for any loss, damage and/or claims made against you and arising from communication with the Clinics over such third-party messaging platforms.

6. Waiver, Release and Discharge

6.1. You agree and acknowledge that you are voluntarily choosing to consent to your Profile being displayed on the App and to provide the Services pursuant to the Bookings. You therefore expressly assume and accept all risks and responsibility in relation thereto.

6.2. Subject to Clause 7.3, and to the greatest extent permitted by law, you hereby waive, release and discharge the Company from any and all claims, causes of action, demands, damages, costs or any other actions for any liability for any personal injury or death in any way whatsoever caused by or relating to your Profile being displayed on the App, your participation in a Booking, and/or your provision of the Services pursuant to a Booking, howsoever caused.

6.3. For the avoidance of doubt, the Company's failure or delay to act on any of your infringement, non-compliance and/or breach of the Terms, or to exercise in any respect any right provided in these Terms, shall not be deemed a waiver of any of the Company's rights or remedies to which it is entitled.

7. Indemnity

7.1. Subject to Clause 7.3, you agree to fully indemnify and hold harmless the Company and/or the Company's personnel, representatives, employees, officers and/or subcontractors from and against any and all loss, costs, damages, claims, demands, actions, proceedings, judgments, liabilities and expenses (including but not limited to all legal costs or attorney's fees on a full indemnity basis) which the Company may incur or suffer in connection with or arising from:

(a) your use of the App;

(b) any information (or misinformation) presented on your Profile;

(c) your provision of the Services to the Patients;

(d) your direct communication with the Clinics;

(e) any dispute you, the Clinics, other Anaesthetists on the App and/or the Patient(s) may have against each other;

(f) you providing false and/or inaccurate information, or any omission thereof of any material information from you to the Company in relation to your qualifications and/or licence to provide the Services;

(g) your mishandling of the Patient's Personal Data and/or Confidential Information;

(h) your reliance on the App, or on information displayed on it, in place of your own verification of the status of a Booking; and/or

(i) your interaction with the Company.

7.2. Examples of situations where you will fully indemnify and hold the Company harmless under Clause 7.1 above include but are not limited to the following (please note that this is a non-exhaustive list):

(a) where the Clinic or Patient disputes the professional fees charged by you and the Clinic or Patient makes a claim against the Company;

(b) where you have a claim against the Company for any disagreement over your professional fees;

(c) where your fees are not paid by the Clinic or Patient for any reason;

(d) where multiple Anaesthetists are booked for a Procedure, whether or not such duplicate Booking was intentional and notwithstanding the fault of any party involved;

(e) where the Clinic or Patient does not accept the replacement Anaesthetist arranged by you;

(f) where any Procedure commences and/or concludes earlier and/or later than indicated on the booking information at the time of Booking;

(g) where you do not receive any or as many Bookings as you may have expected, whether or not this was intentional and notwithstanding the fault of any party involved;

(h) where a booking request, notification, acceptance or cancellation is not delivered, not received, not seen or not acted upon; and/or

(i) where the Clinic suffers losses due to a booked Anaesthetist turning up late or not showing up.

7.3. **Nothing in these Terms limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be limited or excluded by applicable law.** This Clause prevails over Clauses 3.17, 3.21(d), 5.2, 6.2, 7.1, 7.4, 12 and 13 and over any other provision of these Terms which purports to limit or exclude liability.

7.4. Subject to Clause 7.3, the Company shall not be liable for any consequential, indirect or special losses suffered by you.

8. Breach of these Terms

8.1. The Company may in its sole discretion determine that a breach of these Terms has occurred by you. Where the Company considers a breach of these Terms has occurred, the Company reserves the right to take such action as it deems appropriate. Where the Company determines that a breach is capable of remedy, you may be notified of the breach and given 7 days to remedy or rectify it within the prescribed time, where time is of the essence. A material breach of these Terms may result in the Company taking all or any of the following actions against you:

(a) immediate temporary or permanent withdrawal of your right to access the App;

(b) immediate temporary or permanent withdrawal of your Profile from being displayed on the App to Clinics;

(c) issuance of a warning to you;

(d) where applicable, the Company reserves its right to commence legal proceedings against you for all loss and/or damages resulting from your breach of these Terms, including but not limited to legal costs; and/or

(e) disclosure of such information to law enforcement authorities as the Company determines necessary.

8.2. For the avoidance of doubt, this clause is without prejudice to any other actions that the Company may take against you, including but not limited to its discretion to ban you and remove your Profile from the App.

9. Personal Data

9.1. You represent and warrant that you have full authority to give such consent and authorisation as required under this clause.

9.2. **Consent for operational purposes.** You acknowledge and consent to the Company collecting, using, disclosing, processing and/or transmitting your Personal Data for the purposes of displaying your Profile on the App, administering your account, distributing booking requests to you, confirming and recording Bookings, invoicing and collecting Fees, and any other such ancillary purposes connected thereto, including for the purpose of providing you with operational updates and notifications relating to Bookings.

9.3. **Marketing consent, given separately.** Separately from Clause 9.2, and only if you so elect, the Company may use your contact details to send you marketing, advertising and promotional information, materials and/or documents relating to products or services which the Company may have now or may create in the future. You may give or withhold that consent when you register and may withdraw it at any time by writing to info@anaxs.com. **Your access to and use of the App is not conditional on your consent under this Clause 9.3**, and withdrawing it will not affect your continued use of the App or your receipt of operational notifications under Clause 9.2.

9.4. **The App does not carry Patient identifiers.** The App is not designed to hold, and must not be used to hold, Personal Data relating to any Patient. Clinical information relating to a Procedure may be entered into and transmitted through the App **provided that it does not identify, and could not reasonably be used to identify, the Patient**.

9.5. **Free-text fields.** You must not enter into any field of the App, including any free-text or remarks field, any information which identifies or could reasonably be used to identify a Patient. This includes any name, NRIC, FIN, passport or other identification number, contact particulars, address, date of birth, photograph, or any case or record identifier used by the Clinic.

9.6. You will not be provided with any Personal Data belonging to the Patients via the App, and you agree not to provide any Personal Data of anyone other than yourself on the App. If you require the Personal Data of a Patient and/or any other party, you agree not to request or receive such information via the App. Any such request must be made on a platform external to the App.

9.7. **Inadvertent receipt — your obligations.** If you become aware that information of a kind described in Clause 9.5 has been entered into the App, whether by you or by another user, you must notify the Company promptly at info@anaxs.com, must not further use, copy, disclose or transmit that information, and must otherwise deal with it in accordance with the Company's guidelines and data protection policies and with the Personal Data Protection Act 2012.

9.8. **Inadvertent receipt — the Company's obligations.** Where the Company becomes aware that Personal Data relating to a Patient has been provided via the App, the Company will restrict access to that information, will take reasonable steps to remove or de-identify it, and will otherwise deal with it in accordance with the Personal Data Protection Act 2012.

9.9. If you wish to withdraw your consent to the collection, use, disclosure or processing of your Personal Data as set out above, or if you have any questions relating to your Personal Data, or if you would like to obtain access or make corrections to your Personal Data, please contact our data protection officer in writing at info@anaxs.com.

10. Intellectual Property

10.1. You acknowledge that all Intellectual Property rights to or in the App belong to the Company absolutely or have been licensed to the Company, and that you have no rights in them.

10.2. You shall promptly give notice in writing to the Company if you become aware of:

(a) any infringement or suspected infringement of the trade marks or any Intellectual Property rights that belong to the Company, or any misuse or attempted misuse or any unauthorised use of the domain name or any of the Company's other Intellectual Property rights; or

(b) any claim or notice alleging that any part of the App, including information presented on your Profile, infringes the rights of any third party.

11. Third Party Software, Viruses and Malware

11.1. Subject to Clause 7.3, the Company shall not be liable for any electronic viruses, spyware, or other malware that you may encounter in accessing third-party linked websites as provided to you by any of the Company's service providers. You are encouraged to routinely scan your computer, mobile device or other electronic devices as applicable using a reliable anti-malware/anti-virus product and resolve any discovered issues. If your computer, mobile device or other electronic devices from which you access the App has been compromised, or if you have reason to suspect as such, please inform the Company immediately by contacting the Company at info@anaxs.com.

11.2. The App may contain information, content, tools, or services provided by third parties. The Company does not control, verify, endorse, or assume responsibility for the accuracy, reliability, or suitability of information from such third parties. Subject to Clause 7.3 and to the fullest extent permitted by law, the Company disclaims all liability for any loss, damage, or injury, whether direct, indirect, incidental, or consequential, arising from or in connection with your use of, or reliance upon, any third-party content, services, or information accessible through the App.

12. Disclaimers of warranties and exclusion of liability

12.1. The App is intended only to serve as a platform to connect you with the Clinic to facilitate Bookings. After a Booking has been made, any further communication and/or arrangement made between you, the Clinic, and/or the Patients is made at your own risk. This includes any arrangements made in respect of the provision of your Services, which are made at your own risk. Any treatment, medical recommendation, prescription, diagnosis, prognosis, and/or administration of drugs by you to the Patient for the Services is made at your own risk.

12.2. You understand and agree that you are independent from the Company and that you are not an employee and/or partner of the Company. The Company does not sponsor, endorse, promote and/or advertise your Profile for you.

12.3. Subject to Clause 7.3 and to the greatest extent permitted by law, the Company shall not be liable to you in contract, tort, including without limitation negligence or medical negligence, in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by you to the Patients.

12.4. Subject to Clause 7.3, the Company shall not be responsible for any problems you may face with the App. As soon as the Company is informed of any issues with the App, the Company may at its discretion attempt to remedy such issues as soon as practicable and to the best extent possible, on a no admission of liability basis.

13. Events beyond the Company's control

13.1. You accept and acknowledge that in your use and access of the App, there are events, situations and circumstances beyond the control of the Company. To this end, and subject to Clause 7.3, the Company shall not be liable for any claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages) related to such events including but not limited to the following:

(a) the behaviour, actions and/or omissions of the Clinics and/or Patients;

(b) any claims against you by the Clinics and/or Patients; and

(c) any data breaches due to external third-party hacking events, including where your Personal Data is compromised from such attack.

14. Termination

14.1. The Company may, at its sole discretion, opt to terminate your access to the App and remove your Profile from display on the App with immediate effect, if:

(a) you commit any misconduct affecting the reputation of the Clinics, Patients, Company, App, other Anaesthetists and/or service providers engaged by the Company;

(b) you commit any serious or repeated breach or non-observance of any of the provisions of these Terms, or refuse or neglect to comply with any reasonable and lawful directions of the Company;

(c) you harass or threaten to harass the Clinics, Patients, Company, other Anaesthetists and/or service providers engaged by the Company;

(d) you breach the payment terms governing the Fees chargeable by the Company to you; and/or

(e) for any reason, the Company deems it fit.

14.2. You may terminate your access to the App and request the withdrawal of your Profile from display on the App with immediate effect at any time by providing the Company with notice in writing at info@anaxs.com.

14.3. Notwithstanding Clauses 14.1 and 14.2, in respect of Bookings you have accepted before termination:

(a) you will notify the Clinic and the Company as early as practicable if you will not be attending;

(b) you will use reasonable endeavours to source a replacement Anaesthetist and to effect a clinical handover, in accordance with Clauses 3.19 to 3.20;

(c) the Booking Fee remains payable in accordance with Clause 3.9; and

(d) Clause 3.22 continues to apply.

15. General

15.1. **Severability:** Each of the clauses and sub-clauses of these Terms operates separately. If any court or relevant authority decides that any of them are invalid, illegal or incapable of being enforced by any rule or law, or public policy, the remaining clauses shall nevertheless remain in full force and effect. Where any clause or sub-clause of these Terms is or becomes invalid, unenforceable or illegal but would be valid, enforceable or legal if some part of the clause were deleted or modified, the clause or part thereof shall apply with such deletions and modifications as may be necessary to make it valid, enforceable and legal.

15.2. **Variation:** The Company reserves the right, at its discretion, to modify these Terms from time to time in accordance with Clause 1.3. Variation of the Fees is governed by Clause 3.13.

15.3. **No Partnership:** Nothing in these Terms shall constitute or be deemed to constitute a partnership, joint venture or employment relationship between you and the Company, and neither of them shall have any authority to bind the other in any way.

15.4. **Transfer:** The Company and the Anaesthetist reserve the right to assign, transfer or novate or otherwise deal with any of its rights or obligations under these Terms to any other third party.

15.5. **Third Party Rights:** A person who is not a party to these Terms shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 2001.

15.6. **Governing Law and Jurisdiction:** Disputes shall be governed by and construed in accordance with the law of Singapore. Any Dispute shall be subject to the exclusive jurisdiction of the courts of Singapore.

ANNEX A — FEES

S/N	Description	Booking Fee
1.	Accepting a Booking on the App	S$0

Notes to Annex A

1. No Booking Fee is presently charged to Anaesthetists. The Company reserves the right to introduce a Booking Fee.
2. Any introduction, variation or increase of a Fee is subject to not less than one month's written notice under Clause 3.13, and to the protection at Clause 3.13(b).

Version 1.1 — effective 15 January 2026, as revised 24 August 2026.