TERMS AND CONDITIONS FOR CLINICS

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 Clinic and the Company

1.1. These Terms govern the Clinic's 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, the Clinic agrees to be legally bound by these Terms. The Clinic's access to the App is conditional on the Clinic's acceptance of and compliance with these Terms. If the Clinic does not accept these Terms or any part of them, the Clinic agrees to discontinue use of the App. The Clinic's Account on the App will be deactivated, and the Clinic will no longer be able to source for and/or connect with Anaesthetists via the App.

1.3. The Company may amend, vary or modify any of these Terms at any time. The Company will notify the Clinic of any material amendment by written notice to the email address registered with the Company, and will publish the revised Terms on the App together with the date from which they take effect. If the Clinic does not agree to these Terms as amended or varied, it must terminate its engagement with the Company, disable its Account and exit the App. The Clinic's continued use of the App after the effective date of an amendment shall mean that it agrees 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;
"Account"	shall refer to the Clinic's account on the App which displays information relating to the Clinic for the Anaesthetist to review when considering whether to accept a Booking request from the Clinic;
"Anaesthetist"	shall refer to 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, whose Profiles are listed on the App;
"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 the Clinic for an Anaesthetist to administer anaesthesia on a Patient at an upcoming Procedure. A booking request becomes a Booking when, and at the moment that, the 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 the Clinic (in whatever form) relating to the Company, App, Anaesthetists, Patients, other Clinics, agents and/or representatives engaged by the Company, and/or any other information received by the Clinic via the App or connected with the Clinic's 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 Clinic's Patients and as disclosed by the Clinic;
Clinic(s) or "you"	means you, a 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)" and/or "you" 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 the Clinic's patient who will be undergoing a Procedure and

	requires the Services of an Anaesthetist;
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 the Clinic's 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, and each Clinic has an Account which lists out relevant information relating to the Anaesthetists and Clinics listed on the App.

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 the 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. **The Clinic does not have access to any Anaesthetist's calendar and cannot view an Anaesthetist's availabilities.** A booking request is distributed to Anaesthetists and awaits a response; a Booking arises only if and when an Anaesthetist accepts.

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 any booking request will be accepted, that it will be accepted within any particular period, or that any Anaesthetist will be available for any Procedure.

3.5. **No guarantee of delivery, and the Clinic's duty to verify.** 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.

The Clinic remains solely responsible for satisfying itself, by direct contact with the Anaesthetist, that adequate anaesthetic cover is in place for every Procedure, irrespective of the status shown on or any information displayed by the App. The Clinic must not treat the App, or the absence of a notification from the App, as confirmation that an Anaesthetist will attend.

3.6. As part of the booking request function, the Clinic agrees and consents to information in its Account being displayed to the Anaesthetists for their consideration.

3.7. **Consent of the Clinic's own personnel.** Where the Clinic's Account includes Personal Data relating to any medical professional, employee, agent or representative of the Clinic, the Clinic warrants that **it has obtained the informed consent of each such individual** to the collection, use and disclosure of that Personal Data by the Company for the purposes of these Terms, and that it will produce evidence of that consent to the Company on request. The Clinic will notify the Company promptly if any such consent is withdrawn.

Fees

3.8. **Booking Fee — reserved but not presently charged.** The Company reserves the right to charge the Clinic a fee in respect of each Booking (the **"Booking Fee"**), as consideration to the Company for performing the function described at Clause 3.2 and for connecting the Clinic with the Anaesthetist(s). **No Booking Fee is presently levied on Clinics, and the rate published in Annex A is presently S$0.** Where a Booking Fee is introduced, it will be a **flat fee per Booking** at the rate published in Annex A; it will not vary with the duration, complexity or nature of the Procedure, with the time required to perform the Services, or with the professional fees charged by the Anaesthetist or the Clinic, and the Company will not determine the Booking Fee on a case-by-case basis.

3.9. **When a Booking Fee would be earned.** A Booking Fee is earned at the point of acceptance, that is, at the moment a booking request becomes a Booking, and would be payable whether or not the Procedure subsequently takes place.

3.10. **Cancellation by the Clinic.** Where the Clinic cancels the Procedure after an Anaesthetist has accepted the booking request, any Booking Fee in respect of that Booking remains chargeable to the Clinic.

3.11. **When a Booking Fee would be collected.** Although earned at acceptance, a 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) the Clinic makes a booking request at the start of January for a Procedure scheduled for the end of January. Any Fees are invoiced in February; or

(b) the Clinic makes a booking request in January for a Procedure scheduled in April. Any Fees are 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 the Clinic wish to use these paid features, the Clinic will first 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 the Clinic 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 the Clinic not less than **one month's** written notice to the email address registered with the Company before the variation, introduction or increase takes effect; and

(b) a Booking arising 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 the Clinic an invoice on a monthly basis in accordance with Clause 3.11. Any Fees payable by the Clinic to the Company will be governed by the payment terms in the invoice(s) from the Company to the Clinic. Unless otherwise stated in the relevant invoice, the Clinic has thirty days from the issuance of an invoice to make payment. If the Company does not receive payment from the Clinic by then, the Company reserves its right to terminate the Clinic's 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 the Clinic does not accept the Fees or any variation thereof, it may terminate its engagement with the Company under Clause 14.2 below.

Services

3.16. By sending out a booking request on the App, the Clinic agrees that the **"Services"** which may be offered by the Anaesthetist in respect of each Booking 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. The Services which will be provided to the Patient in each individual case shall depend on the information included by the Clinic and requested of the Clinic in the booking request. 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 making of Bookings. Subject to Clause 7.3, once a Booking is made the Clinic agrees to waive, release and discharge the Company from any and all liabilities arising from any engagement with the Anaesthetists, including but not limited to the performance of the Anaesthetists' 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. The Clinic 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 its own records, its own verification, or direct communication with the Anaesthetist.

Cancellation and rescheduling of Bookings by the Clinic

3.19. **Rescheduling.** Where the Clinic has confirmed a Booking and the Procedure is subsequently rescheduled by the Clinic, the Company reserves the right to charge a separate Booking Fee in respect of each round of rescheduling, in addition to the Booking Fee in respect of the original Booking. Every reschedule requires the booking to be re-coordinated, re-confirmed and the slot re-held, and accordingly constitutes fresh work performed by the Company. **No such reschedule fee is presently levied**, and any introduction of one is subject to the notice requirement at Clause 3.13.

Cancellation of Bookings by the Anaesthetist

3.20. If the Anaesthetist is unable to provide their Services for a confirmed Booking for any reason, the Clinic acknowledges and agrees that it is the Anaesthetist's responsibility, and not the Company's, to source a replacement anaesthetist to act in their place. The Clinic further acknowledges and agrees that it is the Anaesthetist's professional and ethical duty, and not the Company's, to effect a handover of the Patient to a replacement Anaesthetist taking over the case. 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 with the replacement Anaesthetist take place outside the App.

3.21. **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.** The Clinic agrees to liaise directly with the replacement anaesthetist and, if necessary, the Patient, in respect of the Anaesthetist's replacement.

3.22. **A single Booking gives rise to a single Booking Fee.** Where an Anaesthetist cancels a Booking or arranges for a replacement, **no additional or further Booking Fee is charged to the Clinic** in respect of that Booking. Where a Booking Fee is payable by the Anaesthetist under the Anaesthetist Terms in those circumstances, no corresponding fee is payable by the Clinic.

3.23. The Clinic acknowledges that the Company does not guarantee that an Anaesthetist who has accepted a Booking will attend the Procedure, and that Clause 3.5 applies to every Booking.

4. Clinic's Warranties and Undertakings

4.1 By creating an Account on the App and using the App to connect with Anaesthetists, the Clinic warrants and undertakes the following:

(a) that it is and continues to remain validly registered to offer healthcare services under the Healthcare Services Act 2020, and that it will continue to be registered as such up to the withdrawal of the Clinic's Account and/or the termination of the Clinic's Account from the App, howsoever occurring;

(b) that it has been appropriately authorised and is fully licensed to represent the Patient to third parties, including but not limited to the Company and the Anaesthetists;

(c) where relevant, to obtain and maintain professional indemnity insurance with reasonable coverage on par with industry standards;

(d) to promptly and fully disclose to the Company if it loses the relevant licences and/or registrations to continue providing healthcare services, or if it becomes at risk of losing such licences and/or registrations to provide healthcare services (i.e., inter alia, if there is only one licensed medical professional of the Clinic and they cease to practise with the Clinic, or if the Clinic and/or a medical professional practising with the Clinic becomes subject to a medical malpractice claim);

(e) to ensure that all of the Clinic's medical practitioners comply with all applicable legislation, regulations, ethical standards and best practices binding on them as members of the medical profession in Singapore and, where relevant, for the Clinic to comply with all applicable legislation, regulations, ethical standards and best practices binding on it as a healthcare service provider in Singapore;

(f) to charge Patients fees which are commensurate for the Services provided and in line with the ethical standards as set by the Authoritative Bodies;

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

(h) **to satisfy itself, independently of the App, that adequate anaesthetic cover is in place for every Procedure, in accordance with Clause 3.5;**

(i) to promptly communicate with the Company all such information and reports as may be reasonably required in connection with matters relating to the Clinic's Account 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 the Clinic from time to time;

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

(m) to inform the Company immediately if there has been a change of the Clinic's contact information and/or loss of device and/or data breaches on the Clinic;

(n) to safeguard the Clinic's login credentials to the App, and to inform the Company immediately if the Clinic's access credentials and/or device(s) from which authorised representatives of the Clinic access the App become or are suspected to have become compromised in any way;

(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 the Anaesthetists and Patients

5.1 In the process of making a Booking or after making a Booking, the Clinic may choose to communicate with the Anaesthetist on the details of the Booking on a platform other than the App. The Clinic acknowledges and agrees that it is solely responsible for its communications with the Anaesthetists, whether such communication takes place on the App or external to the App.

5.2 The Clinic acknowledges that the Company is unable to exert control or influence over the actions and speech of the Anaesthetists 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 the Clinic and the Anaesthetist. Subject to Clause 7.3, the Company expressly excludes its liability for any loss, damage and/or claims made against the Clinic and arising from communication with the Anaesthetists on any platform, including the App and platforms external to the App.

6. Waiver, Release and Discharge

6.1. The Clinic agrees and acknowledges that it is voluntarily choosing to make an Account on the App and to connect with the Anaesthetists via the App. The Clinic therefore expressly assumes and accepts all risks and responsibility in relation thereto.

6.2. Subject to Clause 7.3, and to the greatest extent permitted by law, the Clinic hereby waives, releases and discharges 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 the Clinic's engagement on the App, its participation in a Booking, and/or the arrangement of the provision of Services from an Anaesthetist on the App for a Procedure on a Patient pursuant to a Booking, howsoever caused.

6.3. For the avoidance of doubt, the Company's failure or delay to act on any of the Clinic's 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, the Clinic agrees to 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) the Clinic's use of the App;

(b) any information (or misinformation) presented on the Clinic's Account;

(c) the Clinic's arrangement of Services being performed on a Patient via the App;

(d) the Clinic's direct communication with the Anaesthetists;

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

(f) the Clinic providing false and/or inaccurate information, or any omission thereof of any material information from the Clinic to the Company in relation to its licence to provide healthcare services and/or the qualifications of the Clinic's medical professionals;

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

(h) **the Clinic's reliance on the App, or on any information displayed on it, in place of its own verification under Clause 3.5** — including any claim by or in respect of a Patient arising from the absence of anaesthetic cover for a Procedure, from an Anaesthetist not attending, or from information displayed on the App being inaccurate, incomplete or out of date; and/or

(i) any failure by the Clinic to comply with Clause 3.7 or Clause 9.

7.2. Examples of situations where the Clinic 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 a Patient disputes the fees charged by the Clinic and makes a claim against the Company for the same;

(b) where the Clinic has a claim against the Company for any disagreement over the fees charged by the Clinic to the Patient;

(c) where the Clinic's fees are not paid by the 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 an Anaesthetist is double booked at the time slot of a Procedure, whether or not such duplicate Booking was intentional and notwithstanding the fault of any party involved;

(f) where the Clinic does not accept a replacement Anaesthetist arranged by an Anaesthetist;

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

(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, 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 the Clinic.

8. Breach of these Terms

8.1. The Company may in its sole discretion determine that a breach of these Terms has occurred by the Clinic. 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, the Clinic 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 the Clinic:

(a) immediate temporary or permanent withdrawal of the Clinic's right to access the App;

(b) immediate temporary or permanent withdrawal of the Clinic's Account from the App;

(c) issuance of a warning to the Clinic;

(d) where applicable, the Company reserves its right to commence legal proceedings against the Clinic for all loss and/or damages resulting from its 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 the Clinic, including but not limited to its discretion to ban the Clinic and remove its Account from the App.

9. Personal Data

9.1. The Clinic represents and warrants that it has full authority to give such consent and authorisation as required under this clause, and that it has obtained the consents referred to at Clause 3.7.

9.2. **Consent for operational purposes.** The Clinic acknowledges and consents to the Company collecting, using, disclosing, processing and/or transmitting Personal Data belonging to its agents and representatives, including but not limited to medical professionals registered with the Clinic, for the purposes of displaying information on the Clinic's Account on the App, administering the Account, distributing booking requests, confirming and recording Bookings, invoicing and collecting Fees, and any other such ancillary purposes connected thereto, including for the purpose of providing operational updates and notifications relating to Bookings.

9.3. **Marketing consent, given separately.** Separately from Clause 9.2, and only if the Clinic so elects, the Company may use the Clinic's contact details to send it 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. The Clinic may give or withhold that consent when it registers and may withdraw it at any time by writing to info@anaxs.com. **The Clinic's access to and use of the App is not conditional on its consent under this Clause 9.3**, and withdrawing it will not affect the Clinic's continued use of the App or its 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 — including the nature of the Procedure, its date, time and

duration, and clinical remarks relevant to the anaesthetic — 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.** The Clinic undertakes **not** to enter into any field of the App, including any free-text, remarks or description 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, record or list identifier used by the Clinic. The Clinic will ensure that each of its agents and representatives with access to the App is informed of and complies with this Clause.

9.6. **Consequences.** Where the Clinic enters information in breach of Clause 9.5:

(a) the Clinic must notify the Company promptly at info@anaxs.com;

(b) the Company may remove, redact or de-identify that information without notice; and

(c) subject to Clause 7.3, the Clinic indemnifies the Company under Clause 7.1(i) in respect of any loss or claim arising from the entry of that information.

9.7. **Re-identification through the Clinic's own arrangements.** Information entered into the App in compliance with Clause 9.4 may nonetheless become capable of being associated with an identified Patient by reference to records, theatre lists, schedules or other information held by, or accessible to, the Clinic or its agents and representatives. The management of such records, and of access to them by the Clinic's own personnel, is within the Clinic's control and not the Company's. Subject to Clause 7.3, the Clinic is responsible for that risk and for the security arrangements it maintains in respect of it.

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 the Clinic and/or its agents or representatives wishes to withdraw its consent to the collection, use, disclosure or processing of Personal Data as set out above, or if it has any questions relating to Personal Data disclosed by the Clinic, or if it would like to obtain access or make corrections to such Personal Data, please contact our data protection officer in writing at info@anaxs.com.

10. Intellectual Property

10.1. The Clinic acknowledges that all Intellectual Property rights to or in the App belong to the Company absolutely or have been licensed to the Company, and that it has no rights in them.

10.2. The Clinic shall promptly give notice in writing to the Company if it becomes 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 the Clinic's Account, 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 the Clinic may encounter in accessing third-party linked websites as provided to the Clinic by any of the Company's service providers. Agents and representatives of the Clinic with access to the App are encouraged to routinely scan their computers, mobile devices and/or other electronic devices as applicable using a reliable anti-malware/anti-virus product and resolve any discovered issues. If any computer, mobile device or other electronic device from which the App is accessed has been compromised, or if there is 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 the Clinic's 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 the Clinic with the Anaesthetists to facilitate Bookings. After a Booking has been made, any further communication and/or arrangement made between the Clinic, Anaesthetist and/or the Patients is made at the Clinic's own risk. This includes any arrangements made in respect of the provision of the Anaesthetist's Services, which are made at the Clinic's and Patient's own risk. Any treatment, medical recommendation, prescription, diagnosis, prognosis, and/or administration of drugs by the Anaesthetist to the Patient for the Services is made and arranged for at the Clinic's own risk. Any dispute or claim which a Patient may have against an Anaesthetist in respect of the Services shall be made to either the Clinic and/or the Anaesthetist directly and, subject to Clause 7.3, the Company disclaims any liability for the same and the Clinic agrees to indemnify the Company in full for such dispute or claims.

12.2. The Clinic understands and agrees that it is independent from the Company and that it is not a related company and/or a partner of the Company. The Company does not sponsor, endorse, promote and/or advertise the Clinic's Account for it. The Company does not select, recommend, endorse or vouch for any Anaesthetist, and the display of an Anaesthetist's Profile on the App is not a recommendation of that Anaesthetist.

12.3. Subject to Clause 7.3 and to the greatest extent permitted by law, the Company shall not be liable to the Clinic 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 the Clinic to the Patients and/or the Anaesthetists.

12.4. Subject to Clause 7.3, the Company shall not be responsible for any problems the Clinic 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. The Clinic accepts and acknowledges that in its 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 Anaesthetists and/or Patients;

(b) any claims against the Clinic by the Anaesthetists and/or Patients; and

(c) any data breaches on the App or the Company's platform(s) or servers due to external third-party hacking events, including where Personal Data is compromised from such attack.

14. Termination

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

(a) the Clinic or any of its agents or representatives commits any misconduct affecting the reputation of the Clinic, Company, Patients, App, Anaesthetists, other Clinics and/or any service providers engaged by the Company;

(b) the Clinic or any of its agents or representatives commits any serious or repeated breach or non-observance of any of the provisions of these Terms, or refuses or neglects to comply with any reasonable and lawful directions of the Company;

(c) any of the Clinic's agents or representatives harasses or threatens to harass the Anaesthetists, Company, and/or service providers engaged by the Company;

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

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

14.2. The Clinic may terminate its access to the App and request the withdrawal of its Account 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, the Clinic agrees to follow through and arrange Procedures for Bookings made prior to the Clinic's termination, unless a cancellation of such Bookings has been agreed to by the Company, the Anaesthetist and, where necessary, the Patient. Clause 3.5 continues to apply to every such Booking.

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 the Clinic 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 Clinic 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.	Placing a booking request on the App where the request is accepted by an Anaesthetist	S$0
2.	Each round of rescheduling of a Procedure by the Clinic after a Booking has arisen	S$0

Notes to Annex A

1. No Fee is presently levied on Clinics. The Company reserves the right to charge the Clinic a Booking Fee and a reschedule 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.