

CXA Group Pte. Limited – Terms of Use

Welcome to CXA

These Terms of Use (“**Terms**”) apply to you if you access or use cxagroup.com, including all its subdomains, its associated mobile application interface and contents made available through them (collectively, the “**Site**”). These Terms are a contract between you and, CXA Group Pte Ltd and its affiliates (“**CXA**” or “**we**”) and governs your access to and use of the Site. Please read these Terms carefully before accessing and/or using the Site.

1. DISCLAIMER AND ACCEPTANCE OF TERMS

CXA provides a platform (the “**Platform**”) on which individuals (“**you**” or “**your**”) can perform a variety of Health & Benefits related activities, which may include

- viewing and tracking Health Risk Assessment (HRA) and lifestyle metrics;
- administering and monitoring benefits and associated claims; and
- customizing benefits

We work with our product and business partners (collectively “**Providers**”) who will also be able to use the Site to promote their health and wellness offerings.

The Terms featured on this Site state the conditions under which you may use all data, graphics, text, reports, and other materials as well as third party content available through the Site (collectively, “**Content**”).

We reserve the right to amend the Terms from time to time. Your continued use of this Site after any changes or revisions of this Terms indicate your continued acceptance of these Terms.

2. USING OUR PLATFORM

Information and applications made available to you through the Platform are not meant to be a supplement or a substitute for professional medical advice, care or diagnosis. We do not advocate sole reliance on information provided through the Platform and will not be liable for any adverse outcomes arising from such action.

3. YOUR ACCOUNT

A CXA account is required to access our Platform. If your account was created by your employer and/or financial institution/ service provider/ vendor, your information will be uploaded by that party. You will be able to confirm and edit selected personal information. We require both you and such party to provide current, complete and accurate personal information and to make changes should any such information be missing, incorrect or outdated.

You are fully responsible for the confidentiality of your password and account, any activities that are conducted on the account, and to ensure that you log out of your account at the end of each session. You are required to notify the Platform administrator if you suspect any unauthorized use of your password and account.

4. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

The interface and all Content on the Site, including but not limited to Platform functionalities, text, design, software, trademarks, graphics are owned by CXA. At times, we may customise the look and feel of our Platform for our clients. In such cases, our clients may own the look and feel of the Platform. We retain all rights, titles and interest in and to the Content, all copies of it, and

all copyrights and other proprietary rights in the Content. If you identify any Content on the Site that infringes your intellectual property right, please provide a detailed description of the infringing material including (i) the URL and location of the infringement, (ii) your contact details (name, address, telephone number and e-mail address), (iii) a statement in good faith that the use of the materials is not authorized by the intellectual property right owner, its agent or the law and (iv) a statement by you that the above information is accurate and that you are the intellectual property right owner or are authorized to act on the intellectual property right owner's behalf.

5. PRIVACY

All information uploaded to your account will remain confidential. Employers and insurers will be given access only to anonymous aggregates of employee information. For more information, please review our privacy policy at <http://www.cxagroup.com/data-privacy>.

We reserve the right to make changes to the privacy policy without prior notice. We encourage you to check for changes to our privacy policy on a regular basis. You may make changes to your information through your employer or insurer or any other party who has provided your Personal Data to us. Generally, we do not accept request for changes directly from end-users.

Whilst we will always prioritize the security and confidentiality of your personal information, security cannot be guaranteed on the Internet. We recommend the following measures to protect your account from harm:

- Do not disclose your personal information to suspicious or unsecured websites
- Use strong/complex passwords (i.e. a combination of uppercase & lowercase alphabet, numbers and symbols)
- Change your password regularly and keep it confidential
- Protect your computer from viruses and malicious programs by equipping it with antivirus and firewall products
- Avoid opening suspicious e-mails from unknown senders

We will not contact you to request for your user credentials.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

THIS SITE AND ITS MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CXA WILL NOT BE HELD ACCOUNTABLE FOR THE PRODUCTS/SERVICE PROVIDED BY ANY THIRD PARTY VENDOR OR ANY ERRORS/DAMAGE CAUSED BY THE INTERFACE. CXA DOES NOT WARRANT THAT THE SITE OR ANY E-MAILS SENT FROM THE SITE ARE FREE FROM VIRUSES OR OTHER HARMFUL ATTACHMENTS. BY USING THE SITE, YOU AGREE THAT THE USE OF THE SITE IS SOLELY AT YOUR OWN RISK. THE SITE MAKES NO WARRANTIES TO THE OPERATION OF THE SITE AND THE USE OF THE SERVICES OFFERED IS AT YOUR OWN DISCRETION. WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

7. TERMINATION

We reserve the right to suspend or terminate your account, at any time and for any reason without notice, if you do not comply with these Terms or our privacy policy. Insurers and employers may also terminate your account.

8. LAW AND JURISDICTION

These Terms are governed by the laws of Singapore and the parties must agree to submit to the exclusive jurisdiction of the courts of Singapore. Those who access this Site in other locations do so on their own initiative and must adhere to applicable laws. Products and services may not be available in all locations and jurisdictions.