

Pulse App Terms and Conditions

Effective Date : 3 September 2020 (OPv2.0)

Pulse Ecosystems Pte Ltd, a Singapore company ("**PulseCo**") provides the Pulse App on the terms and conditions set out below. By registering for the Pulse App you enter into an agreement with us as set out in these terms and conditions ("**Agreement**").

A. INTRODUCTION

The Pulse App is a platform operated by us through which you can access certain services, functionalities, features and information ("**Pulse Services**").

If you purchase any insurance products or register to utilise any insurance services provided by the Prudential insurance entity ("**Pru Local Entity**") operating in your territory (see Appendix 2) on Pulse, the Pru Local Entity will provide such products and services to you under its own terms and conditions and privacy notice.

There are certain Pulse Services that are provided to you by our third-party partners ("**Pulse Partners**"). Pulse Partners contract with you directly under their own terms and conditions to provide services in their own name.

Pulse Services may include services which are regulated under applicable laws. Where relevant, such services will be provided under a licence obtained either by PulseCo or a Pulse Partner.

Access to the Pulse App outside your registered jurisdiction ("**Home Territory**") may be restricted or be limited to Pulse Services which were tailored to your Home Territory. We may add, change, remove, update or otherwise modify the Pulse Services from time to time. We also reserve the right to remove or restrict access to any Pulse Services at any time in our sole discretion.

Please practice good security in using the Pulse App. For example, the device on which you install and access the Pulse App should be password protected and set to lock after a short period of inactivity.

B. REGISTRATION AND Pulse ID

In registering for the Pulse App you will have a unique account (a "**Pulse ID**"). Your Pulse ID is valuable, and you are responsible for maintaining its confidentiality and security. We are not responsible for any losses arising from the unauthorized use of your Pulse ID. Please contact us if you suspect your Pulse ID has been compromised.

Unless you have parent or legal guardian consent, you must be age 18 or above to create a Pulse ID and use the Pulse App. Pulse IDs for persons under 18 can be created by a

parent or legal guardian. The parent or legal guardian is responsible for ensuring the person complies with this Agreement.

C. INTENT OF PULSE SERVICES

Health, Fitness and Wellness

Information, functionality, features and services provided as part of the Pulse Services are provided as an information service and for general guidance only and may not address all matters relevant to your particular circumstances. In providing the Pulse Services, we do not carry on business as, manage or hold out to be, a clinic or a professional medical practitioner and therefore we do not owe a corresponding duty of care to you. Except for telemedicine services where you are consulting a qualified medical practitioner or other health related practitioner, in no way are the Pulse Services intended to be a personal or medical diagnosis, advice or treatment, nor a health-care service or serve as a medical device.

If your symptoms persist, change or worsen, or you are concerned, or you think you have a medical emergency, please speak to a doctor, medical health care professional or the emergency services immediately.

Any decisions you make in relation to your health should always be made in consultation with a doctor or medical health care professional. We disclaim all warranties with respect to the output of such information services; reliance on any information provided by Pulse Services is solely at your own risk.

Where the services is provided by a Pulse Partner or a medical or other professional practitioner directly to you, the service is subject to the Partner's terms and conditions and privacy notice.

Penjelasan umum mengenai AI

Pulse Services are increasingly AI-enabled and the AI is constantly learning and improving. The output from such services are provided by computer systems and not a person, and is not tailored to all of your personal circumstances. If you feel that the AI is not providing an appropriate or correct response, we encourage you to provide feedback to us to help us improve the AI.

Reliance on Information

The Pulse Services may include information sourced from third parties for your convenience that we have not verified for accuracy or completeness. You should seek advice from an appropriately qualified individual before acting on any information or services available through the Pulse Services.

D. SUBSCRIPTION/PULSE ELITE

We offer a subscription service called "Pulse Elite" that offers you access to premium features, functionalities and content. Any insurance or other financial services product which is part of a Pulse Elite subscription is provided by either a Pru Local Entity or another licensed insurance or financial services provider.

Pulse Elite operates by automatic renewal on a monthly basis. Where you purchase a Pulse Elite subscription, you acknowledge and agree that this is a recurring payment and your selected payment method will be charged on a monthly basis. You may cancel or upgrade your subscription at any time on the Pulse Elite Subscription page or Setting page; such changes will take effect the day after the last day of the current subscription period. You will not be entitled to a refund of any partial subscription periods.

We reserve the right to replace any of the components of Pulse Elite with other components that are of a similar nature, feature or value, with reasonable prior notice to you.

We reserve the right to change the price of Pulse Elite with reasonable prior notice to you. Price changes will take effect at the next monthly renewal date following the date of the price change. By continuing to use Pulse Elite after the price change takes place, you accept the new price. If you do not agree with a price change, you have the right to reject the price change by cancelling your subscription for Pulse Elite before the price change takes effect on the Pulse Elite subscription page or settings page.

We may offer free sample or trial Pulse Elite subscriptions from time to time. You will be automatically charged the monthly fee for the relevant Pulse Elite subscription after the trial period ends. You may cancel the free sample or trial subscription at any time.

Pulse Elite cannot be shared using family sharing across family members.

E. PULSE PARTNERS

There are certain Pulse Services that are provided to you by Pulse Partners. These may include sellers who sells goods and services on the Pulse Marketplace, the Health Assessment and Symptom Checker services, telemedicine services, pulse wallet in certain territories and other services that we may add to the Pulse App from time to time. Such Pulse Services may be subject to the Pulse Partners' own terms and conditions which will be made available to you prior to you using the relevant service, and you will be entering into an agreement with the Pulse Partner on the terms they set ("**Pulse Partner Terms**") which will be separate and independent from this Agreement. PulseCo is not a party to, and will not be bound by, Pulse Partner Terms. Pulse Partners may charge you for certain Pulse Services.

Where Pulse Services are provided to you by a Pulse Partner, the Pulse Partner (and not PulseCo) will be solely responsible to you for providing the relevant Pulse Services, and PulseCo will not be liable or responsible for such Pulse Services or for any acts or omissions of the Pulse Partner. PulseCo does not endorse, warrant or guarantee any information, product or service offered or provided by a third-party Pulse Partner through the Pulse App, and PulseCo will not be a party to any transaction between you and any such third-party Pulse Partner.

F. THIRD PARTY WEBSITES AND DEVICES

The Pulse App may provide links to third-party websites. You use any third-party websites at your sole risk. We are not responsible for examining or evaluating the content or accuracy of any third-party websites and have no liability for any such third-party websites.

Where you connect or synchronise the Pulse App or any Pulse Services with third party devices, we are not responsible or liable for your use of such third party devices, and we do not guarantee that the third party devices will function or be compatible with the Pulse App or the Pulse Services or be error-free. In particular, we shall not be liable for any errors, omissions or inaccuracies in the data received from such third-party devices, or any data or outcomes generated based on data received from such third party devices. This includes any devices which PulseCo or a Pru Local Entity may have provided to you as a sample, gift, for use in a trial or as part of the any Pulse Service or Pru Local Entity's insurance products or services.

G. TOOLS AND MONITORING

We may deploy data analytics tools to monitor Pulse App and Pulse Services usage to provide us with information to be used in deciding whether to make changes to the Pulse App and Pulse Services and to conduct profiling such as marketing profiling. We may also collect and use technical data and related information—including but not limited to technical information about your device including its system and application software, and peripherals—to facilitate the provision of updates, product support, and other services to you related to the Pulse App. Any personal data collected pursuant to this paragraph will be subject to our Privacy Notice.

We may take steps as set out in this Agreement and as we believe are reasonably necessary or appropriate to monitor, enforce or verify your compliance with this Agreement, including the Usage Rules.

H. USAGE RULES

We grant you a non-transferable licence to use the Pulse App and Pulse Services as permitted by the below "Usage Rules". We may monitor your use of and activity on the Pulse App and Pulse Services to monitor compliance with the Usage Rules.

Usage Rules:

- You may only use Pulse App and its information and services for personal, non-commercial purposes.
- You must not tamper with or circumvent any security technology included with the Pulse App.
- You must not reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Pulse App, any updates, or any part thereof (except to the extent that any such restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Pulse App).
- You must not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Pulse App.
- You must not act fraudulently or maliciously in using the Pulse App, and you must not use the Pulse App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
- You may not harvest or otherwise collect information about other users without their consent. You must not, or assist others to, use Pulse App for any non-personal use of our Services unless otherwise authorized by PulseCo.
- You must not distribute or make the Pulse App available, whether offline or over any network, where it could be used by multiple devices at the same time.
- If you sell or otherwise provide to a third party the device on which you installed the Pulse App, you must de-install the Pulse App from the device before doing so.
- You must comply with the Submission Guidelines (see Section I).
- You must comply with any terms of use identified on the Pulse App as applying to particular content, media or services.

- You must comply with all applicable laws applying to your use of the Pulse App and the Pulse Services.

If any third party makes a claim against us due to your breach of the Usage Rules, you will indemnify us for any costs, expenses, fees, taxes and other liabilities incurred by us arising from such claim, including our reasonable costs and expenses in defending and handling that claim.

I. YOUR SUBMISSIONS

The Pulse App may allow you to create, post, upload, share, transmit or communicate content or material such as comments, chats, media, photos, videos and any other materials you choose to provide ("**Submission**"). Your use of such features and each Submission you post will be subject to our Privacy Notice and must comply with the below "Submissions Guidelines".

Submissions Guidelines: You must not post any Submission that:

- you do not want others to see;
- you do not have permission, right or license to post;
- infringes any third party's intellectual property, privacy or other rights including by trolling, doxxing, or otherwise harassing other users or any other persons;
- is objectionable, defamatory, offensive, derogatory, unlawful, deceptive, harmful threatening, hateful, racially or ethnically offensive or instigate or encourage conduct that would be illegal, or otherwise inappropriate;
- is fraudulent, false, misleading or deceptive;
- is personal, private or confidential information belonging to others;
- is a request for information from a minor;
- impersonates or misrepresents your affiliation with another person, or entity;
- unless approved by us, is of a promotional nature, including but not limited to advertising, promotional materials, or informational announcements;
- is or is any attempt to engage in any illegal, fraudulent, or manipulative activity; or
- breaches any law or encourages any conduct that would breach any law.

In posting a Submission you grant us a worldwide, royalty-free, perpetual, irrevocable, nonexclusive, sub-licensable license to use, copy, modify, publicly display, reproduce, translate, create derivative works from, and distribute such Submission, in whole or in part, in connection with the provision, expansion and promotion of the Pulse App and Pulse Services, in any media known now or in the future. In posting a Submission, you represent and warrant that you own the Submission or that you have all necessary rights to grant us a license to use the Submission as described above, and that our use of the Submission does not and will not infringe any rights of any third party.

We may decide to remove or edit any Submission in our sole discretion. If you see materials that do not comply with the Submissions Guidelines, please use the Provide Feedback feature.

Any Submission you post is at your sole risk and you release us from any and all liability to you for any loss or liability relating to such Submission. If you have posted any Submission that you would like us to take down or stop using, please use the Provide Feedback feature. We will endeavor to promptly address your concern to stop further use and dissemination of the Submission, but we may be unable to act on any use or dissemination that has already occurred.

If any third party makes a claim against us due to your breach of the Submission Guidelines, you will indemnify us for any costs, expenses, fees, taxes and other liabilities incurred by us arising from such claim, including our reasonable costs and expenses in defending and handling that claim.

J. PAYMENT

We may use a third-party payment processor to handle secure payment for chargeable Pulse Services and are not responsible nor will be held liable for any acts or omissions of such third-party payment processor.

K. INTELLECTUAL PROPERTY

All intellectual property rights in the Pulse App including but not limited to all content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Pulse App and Pulse Services are owned by us and/or our licensors and is protected by applicable intellectual property and other laws. You are solely permitted to use the Pulse App and Pulse Services as set out in the Usage Rules.

Our name, the Pulse App name, the Prudential logo and other Prudential trademarks, service marks, graphics, and logos used in connection with the Pulse App are trademarks or registered trademarks of Prudential Plc and its affiliates in the United Kingdom and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.

L. DISCLAIMER

We do not guarantee, represent, or warrant that your use of the Pulse App will be uninterrupted or error-free. From time to time we may disable or limit access to all or part of the Pulse App without notice to you.

We do not represent or guarantee that the Pulse App or Pulse Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release us from any liability relating thereto. You are responsible for backing up your own system, including any content acquired through the Pulse App.

You expressly acknowledge and agree that use of the Pulse App is at your sole risk. The Pulse App and Pulse Services are provided "as is" and "as available," with all faults and without warranty or guarantee of any kind, and we disclaim all warranties and conditions with respect to the Pulse App and Pulse Services, either express, implied, or statutory, including, but not limited to, the implied warranties and / or conditions of satisfactory quality, of fitness for a particular purpose, of accuracy and of non-infringement of third-party rights. No oral or written information or advice given by us or any authorized representative shall create a warranty, guarantee, representation or similar.

M. LIABILITY

In no case shall we, our directors, officers, employees, affiliates, agents, contractors or licensors be liable in contract, tort (including negligence), statute or otherwise for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the Pulse App or Pulse Services or for any other claim related in any way to your use of or inability to use the Pulse App or Pulse Services and / or content available therefrom, including, but not limited to, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Pulse App or Pulse Services, however caused, even if advised of their possibility. In no event shall our total liability to you in contract, tort (including negligence), statute or otherwise for all damages exceed (a) if our liability relates to Pulse Services for which you have paid a charge, the amount you have paid; and (b) if (a) does not apply, the amount of fifty Hong Kong dollars or the equivalent amount in the currency of your Home Territory.

Despite any other provision in this Agreement, the releases, disclaimers, limitations and exclusions of liability in this Agreement are each expressed to apply to the extent permitted by law. They are not intended to exclude, restrict or modify any liability that cannot be excluded, restricted or modified under law and shall be read subject to any mandatory non-excludable liability.

N. SUSPENSION AND TERMINATION

You may terminate this Agreement at any time by deregistering your account as directed on the Pulse App. You will not be entitled to a refund of the unexpired portion of any amounts paid by you for Pulse Services unless you terminate because we have made a change to or impacting the Pulse Services to which the payment relates.

We may terminate or suspend your account if we reasonably believe you have breached this Agreement (including the Usage Terms or the Submission Guidelines) or any Pulse Partner Terms. Where appropriate we will give you prior warning before we act. However, we reserve the right, particularly for repeat breaches or breaches of a serious kind (such as non-compliance with the Usage Rules, Submission Guidelines or with any Pulse Partner Terms) to suspend or terminate without giving you prior warning. You will not be entitled to any refund for any period of suspension or if we terminate due to your breach.

In addition to any other right of suspension or termination, we may terminate this Agreement at any time by giving not less than 30 days written notice to you. You will be entitled to a pro rata refund of the unexpired portion of any charges paid by you for services provided by us under the Pulse App.

On termination of this Agreement your right to access the Pulse App and all Pulse Services ceases. If you subsequently wish to obtain services provided by a Pulse Partner you will need to contact them directly.

We reserve the right to modify, suspend, terminate or discontinue any of the Pulse Services for any reason, without notice, at any time.

O. General

Agreement Changes: We may amend this Agreement from time to time. We will not reduce your rights under this Agreement without informing you. We always indicate the date the last changes were published.

Governing Law: This Agreement and the relationship between you and us, and all transactions on the Pulse App shall be governed by the laws of Singapore. You and we agree to submit to the personal and exclusive jurisdiction of the Singapore courts.

Trade Compliance: You must not use, make accessible or otherwise supply any part of the Pulse App except as authorized by applicable law. In particular, but without limitation, no part of the Pulse App may be used, made accessible or supplied (a) into any UK or U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By registering for the Pulse App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use, make

accessible or otherwise supply these products for any purposes prohibited by your Home Territory or other applicable laws, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

Entire Agreement: This Agreement as amended from time to time constitutes the entire agreement between you and us with respect to the Pulse App, superseding any prior agreements with respect to the same subject matter between you and us.

Waiver: No failure or delay by us in exercising any right or remedy provided by law or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

Force Majeure: We are not responsible for any failure to meet any of our obligations under this Agreement due to causes beyond our reasonable control.

Transfer: To the extent permitted by law, you agree that we may assign, novate, transfer or otherwise dispose of our rights and obligations under this Agreement, in whole or in part, at any time without prior notice to you. You may not assign, novate transfer or otherwise dispose any rights or obligations under this Agreement.

Notices: We may send you a notice with respect to the Pulse App by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Pulse App. We may also contact you by email or push notification to send you additional information about the Pulse App. It is your responsibility to check that push notifications are not disabled on your device.

You may send us a notice by contacting us through the Provide Feedback feature.

Language: To the extent there is any inconsistency between the English version and a non-English version of this Agreement, the English version shall prevail.

Appendix 1 – Territory Specific Information

If you are a user in one of the following countries, the following information is relevant to you.

The Philippines

Pulse is operated by Pulse Ecosystems Pte. Ltd., an affiliate of Pru Life UK. Both companies are affiliates of Prudential plc, a company incorporated in the United Kingdom. Prudential plc, Pulse Ecosystems Pte. Ltd., and Pru Life UK are not affiliated with Prudential Financial Inc., Philippine Prudential Life Insurance Company Inc., Prudentialife Plans, Inc. or Prudential Guarantee and Assurance, Inc.

Thailand

The second paragraph of Section B (REGISTRATION AND Pulse ID) of this Agreement shall be treated as deleted and replaced with the following:

“Unless you have parent or legal guardian consent, you must be age 20 or above to create a Pulse ID and use the Pulse App. Pulse IDs for persons under 20 can be created by a parent or legal guardian. The parent or legal guardian is responsible for ensuring the person complies with this Agreement.”

Taiwan

The Pulse App is operated by Pulse Ecosystems Pte. Ltd., an affiliate of PCA Life Assurance Co., LTD (PCALT). Both companies are affiliates of Prudential plc, a company incorporated in the United Kingdom. Neither Prudential plc, Pulse Ecosystems Pte. Ltd., nor PCALT are affiliated with Prudential Financial Inc., a company whose principal place of business is in the United States of America.

The second paragraph of Section B (REGISTRATION AND Pulse ID) of this Agreement shall be treated as deleted and replaced with the following:

“The Pulse ID is intended for adults, whose age is at least 20. The service is not available for minors.”

Malaysia

“Whenever the word ‘insurance’ appears, it shall also include takaful.”

Indonesia

The second paragraph of Section B (REGISTRATION AND Pulse ID) of this Agreement shall be treated as deleted and replaced with the following:

“You must be age 21 or above and not under guardianship to create Pulse ID.”

Appendix 2 – Details of Prudential insurance entities in your territory

Territory	Prudential insurance entity	Website
Cambodia	Prudential (Cambodia) Life Assurance Plc	https://www.prudential.com.kh/km/
Hong Kong	Prudential Hong Kong Limited Prudential General Insurance Hong Kong Limited	https://www.prudential.com.hk/en/
Indonesia	PT Prudential Life Assurance	https://www.prudential.co.id/id/footer/privacy-policy/
Laos	Prudential Life Assurance (Lao) Company Limited	https://www.prudential.la/prudential-la/lo/
Malaysia	Prudential Assurance Malaysia Berhad	https://www.prudential.com.my/en/footer/privacy-policy/
Malaysia Takaful	Prudential BSN Takaful Berhad	https://www.prubsn.com.my/en/
Myanmar	Prudential Myanmar Life Insurance Limited	https://www.prudential.com.mm/en/footer/privacy-notice/
Singapore	Prudential Assurance Company Singapore (Pte) Ltd	https://www.prudential.com.sg/privacy-notice
Taiwan	PCA Life Assurance Co., Ltd.	https://www.pcalife.com.tw/zh/
Thailand	Prudential Life Assurance (Thailand) Public Company Limited	https://www.prudential.co.th/corp/prudential-th/th/
The Philippines	Pru Life Insurance Corporation of U.K.	https://www.prulifeuk.com.ph/en/
Vietnam	Prudential Vietnam Assurance Private Limited	https://www.prudential.com.vn/vi/

