

Journ-E Beta Testing Terms and Conditions

These Terms and Conditions create an agreement between you and Lemon-E, Pte. Ltd (hereinafter referred to as “Lemon-E”, “us”, “we”, “our”), a private limited company incorporated and existing under the laws of Singapore. These Terms and Conditions govern your enrolment in the beta testing program (“the Program”) of the early open beta version 0.1 (63). of the proprietary mobile application, “Journ-E”. Journ-E is owned by Lemon-E and managed by BasisTech Pte. Ltd (hereinafter referred to as “BasisTech”).

All intellectual property rights (including but not limited to trade marks, goodwill, copyright to codes, documentation and/or information) in relation to Journ-E (whether in its test / beta version or otherwise) and all affiliated materials belong exclusively to Lemon-E. Lemon-E expressly reserves all rights in this regard.

1. Agreement

- a. By accepting these Terms and Conditions and submitting your application to enrol in the Program, you agree that you are fully aware of and fully understand the effects of and/or obligations under these Terms and Conditions and that you agree to be bound by them.
- b. If you do not accept these Terms and Conditions, you will not be permitted to enrol in the Program, download, install or use Journ-E.

2. Journ-E

- a. Journ-E is a virtual chatbot application that provides mental health coaching to manage and promote mental well-being in a self-help context.
- b. Interaction on Journ-E is with a virtual chatbot, not a human. It is not intended as a replacement for in-person psychotherapy.
- c. Journ-E is not intended for the diagnosis, treatment and/or curing of any condition or disease and the virtual chatbot will not offer and/or dispense medical or clinical advice.
- d. The range of responses available on Journ-E is limited and the virtual chatbot will not respond to issues it does not recognise.

3. Eligibility

- a. All eligible beta testers have to be of age 18 and above. Anyone under 18 is strictly prohibited from enrolling in the Programme.

- b. Journ-E is not to be used for emergencies and for individuals in crisis. Stop using Journ-E and contact the relevant police or emergency medical services in your country if you:
 - I. Are in an emergency or crisis,
 - II. Have trauma or have been abused,
 - III. Are having suicidal thoughts or planning to act on suicidal thoughts, or
 - IV. Feel you may be a danger to yourself or others.

4. Enrolment

- a. All eligible beta testers are invited to register their interest with their email address.
- b. Selected beta testers will then be emailed a link to download and install Journ-E. The link will be sent by BasisTech Pte Ltd.

5. License and Use of Journ-E

- a. Upon your enrolment in the Program, you will be granted a revocable, non-exclusive license to use Journ-E during the Beta Test Period (as set out below) and subject to these Terms and Conditions.
- b. This license entitles you to download, install and use Journ-E on one mobile device for testing and evaluation purposes.
- c. You may not engage in the following prohibited activities:
 - I. Modify Journ-E in any way,
 - II. Reverse engineer, decompile or disassemble Journ-E,
 - III. Create derivative works based on Journ-E,
 - IV. Copy, distribute, or disclose any part Journ-E in any medium, including without limitation by automated or non-automated “scraping”,
 - V. Resell Journ-E,
 - VI. Sub-license Journ-E,
 - VII. Copy, distribute, or disclose any part of Journ-E.

6. Disclaimers / Limitation of Liability

- a. Journ-E is provided “as is”. Journ-E is currently in the development phase and is released solely for the purposes of testing. You hereby acknowledge that Journ-E is not a finished product and as such may contain defects and/or bugs.
- b. We make no representations or warranties that Journ-E will meet your requirements, be of satisfactory quality, be fit for a particular purpose, or be compatible with your mobile device.

- c. You warrant and/or represent that all information provided by you relating to the use of Journ-E is true and accurate.
- d. You acknowledge that your use of Journ-E is voluntary and at your own discretion.
- e. You agree that we shall not be liable for any direct, indirect, consequential or incidental loss or damage of any kind resulting from or relating to your use of Journ-E.

7. Beta Test Period

- a. The beta test period for Journ-E shall end on 31 Mar 2021 (the "Beta Test Period").
- b. The Beta Test Period may be extended, shortened or terminated immediately at our sole discretion.
- c. At the end of the Beta Test Period, Journ-E shall automatically cease to function.

8. Software Updates

- a. We may from time to time during the Beta Test Period release updates for Journ-E.
- b. You are under no obligation to install the said updates, however it is preferred that you do so as this enables us to collect up-to-date data on the performance of Journ-E and any subsequent updates issued by us.

9. Support

- a. No specific technical support is provided for Journ-E. You are free to submit general enquiries to us, however we are under no obligation to answer them or to provide support for Journ-E. However, we shall have the discretion to reach out to you for support and feedback, as we deem necessary.
- b. No mental health support and professional advice will be provided by us. Any information and/or recommendations provided on Journ-E does not constitute professional advice. You are to seek the assistance and/or advice from a medical professional before making a decision in relation to your health and well-being and/or should you deem it necessary to do so.

10. Reporting and Feedback

- a. Journ-E produces its own error reports and other diagnostic files.
- b. You will from time to time be requested to submit feedback to us on Journ-E.

- c. You hereby acknowledge that upon submitting feedback to us you automatically grant us a worldwide, perpetual, irrevocable, royalty free license to use that feedback in any way we deem appropriate including, but not limited to:
 - I. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the feedback; and
 - II. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the feedback.
- d. You agree that you shall have no claim whatsoever against us in relation to our use of any feedback provided by yourself.

11. Data Protection

- a. When submitting your application to enrol in the Program and when downloading and using Journ-E, you may be required to provide certain personal data including, but not limited to, your email address, gender, and age. You understand that by using Journ-E, you consent to the collection, use, and/or disclosure of your personal data as part of aggregated data by us.
- b. Any personal data collected by us will be collected, processed and held in accordance with the provisions and principles of the Personal Data Protection Act 2012.

12. Termination

- a. Your enrolment in the Program and your license to use Journ-E shall automatically cease / terminate at the end of the Beta Test Period.
- b. We reserve the right to terminate your enrolment in the Program prior to the end of the Beta Test Period by giving three (3) days' notice and at our sole discretion, in which case your license to use Journ-E shall also be automatically revoked.
- c. We reserve the right to end the Beta Test Period by giving three (3) days' notice and at our sole discretion, in which case your license to use Journ-E shall also be automatically revoked.
- d. Any and all obligations which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Beta Test Period or your license shall survive termination under this Clause 12.

13. Indemnification

- a. You hereby acknowledge that you shall be liable for, and shall indemnify us against any costs, liability, damages, loss, claims or proceedings from any third party which arise out of your use of Journ-E.

14. Assignment

- a. You may not assign, transfer, sub-license, these Terms and Conditions and/or your license to use Journ-E without our prior written consent.

15. Relationship of Parties

- a. Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between you and us.

16. Severance

- a. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

17. Modification

- a. We may modify Journ-E and / or these Terms and Conditions at any time. In the event that modifications are made, we will send you an email detailing the modifications.
- b. If you do not agree to be bound by any modified terms and conditions we may introduce, you should immediately cease using Journ-E upon receipt of those terms and conditions and notify us in writing that you wish to cease participation in the Program.

18. Governing Law and Jurisdiction

- a. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Singapore.
- b. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of Singapore.

