

PĒRL TERMS AND CONDITIONS

Effective upon access. Please read carefully before using this Website and/or its functions.

WELCOME TO THE PĒRL PLATFORM. PLEASE READ THESE TERMS AND CONDITIONS (INCLUDING OUR DATA PROTECTION POLICY) CAREFULLY BEFORE USING THIS WEBSITE AND/OR THE SERVICES OR FUNCTIONS OF THE WEBSITE SO THAT YOU ARE AWARE OF YOUR LEGAL RIGHTS AND OBLIGATIONS WITH RESPECT TO PĒRL.

These Terms and Conditions (together with the documents referred to in it which are hereby incorporated by reference) (collectively, "Website T&Cs") inform you of the terms on which you may use our website ("Website"), whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering to use the Website and the functions and services offered on or made available through the Website (collectively "Website Functions").

By accessing and using the Website and/or the Website Functions, you hereby agree to be legally bound by these Website T&Cs and you agree to comply with them. If you do not agree to these Website T&Cs, please leave the Website and cease use of the Website and/or the Website Functions immediately. We reserve the right to change, modify, suspend or discontinue the whole or any portion of the Website Functions or the Website at any time. We may also impose limits on Website Functions or restrict your access to parts of or the entire Website Functions, or the Website without notice or liability. We may from time to time modify, vary or amend these Website T&Cs at any time by posting the amended Website T&Cs at this Website. Such modification shall be effective immediately upon posting on the Website. Any use of the Website Functions or the Website after the amendment of these Website T&Cs shall be deemed to be acceptance of the amended Website T&Cs by you. If you do not agree to the amended Website T&Cs, you have the right to close your account with us and/or cease your use of the Website Functions.

1. Agreement

1.1 These Website T&Cs govern your use of our Website and the Website Functions which are made available through the Website.

1.2 By accessing the Website you represent and warrant to us that you have read and agreed to the Website T&Cs.

1.3 You represent and warrant that you are at least 18 years old and have the necessary legal capacity, right, power or authority to agree to these Website T&Cs.

2. Nature of the Platform

2.1 PĒRL operates as a cloud-native capacity optimization engine and shared market intelligence layer.

2.2 The platform acts as an intermediary connecting price-flexible patients with verified private healthcare clinics offering off-peak inventory.

2.3 PĒRL does not practice medicine and does not interfere with the clinical practice of our registered Medical Professionals.

2.4 All Medical Professionals and clinics operating on the platform are independent entities solely responsible for the services they provide to you.

3. Medical Disclaimer and Whisk AI

3.1 PĒRL utilizes a proprietary AI agent, Whisk, to facilitate voice-native booking and proactive care scheduling.

3.2 Whisk AI is architected strictly as an operational capacity optimization and triage agent.

3.3 Whisk AI processes bio-data to predict scheduling needs, but it explicitly avoids clinical diagnostics.

3.4 The platform and its AI tools do not constitute Software as a Medical Device.

3.5 Content provided by PĒRL or Whisk AI is for operational and informational purposes only and is not a substitute for professional medical advice, diagnosis, or emergency treatment.

4. User Accounts and Cross-Generational Syncing

4.1 Access to platform features requires secure authentication, utilizing zero-trust consent frameworks and national authentication infrastructure like Singpass to ensure absolute Personal Data Protection Act compliance.

4.2 PĒRL permits cross-generational syncing, allowing authorized users to manage the health logistics of dependents.

4.3 By utilizing the caregiver mode, you warrant that you have obtained the explicit legal consent of the dependent to process their personal and medical data through our systems.

5. Booking Mechanics, Intent Deposits, and Payments

5.1 PĒRL provides transparent, fixed-rate services for off-peak clinical slots.

5.2 To secure a booking, you are required to pay a \$20 Intent Deposit directly through the PĒRL platform.

5.3 This deposit reduces the possibility of a no-show and establishes PĒRL as a contractual party to the transaction.

5.4 The remaining balance of the fixed-rate service will be billed to you directly by the clinic upon completion of your treatment.

5.5 Following your appointment, PĒRL may send a brief push notification to confirm the exact treatments received to ensure data integrity and mitigate billing discrepancies.

6. Cancellations and Refunds

6.1 Once an appointment is confirmed by PĒRL, the Intent Deposit is generally non-refundable in the event of a user-initiated cancellation.

6.2 PĒRL, at its sole discretion, may issue a refund of the Intent Deposit if the selected Medical Professional becomes unavailable and an alternative cannot be arranged.

7. Intellectual Property Rights

7.1 All content, graphics, user interfaces, software, algorithms, and the Whisk AI matrix remain the exclusive property of PĒRL.

7.2 You may not reverse engineer, decompile, mirror, or commercially exploit any portion of the PĒRL platform without express written consent.

8. User Conduct and Prohibited Activities

8.1 You agree to use the platform strictly for lawful purposes and shall not bypass or interfere with the platform's security measures or authentication protocols.

8.2 You shall not submit fraudulent, misleading, or inaccurate data regarding your identity or medical requirements.

8.3 You shall not use the platform to directly contact clinics for the purpose of circumventing PĒRL's transaction architecture or fee structures.

9. Limitation of Liability and Indemnification

9.1 The PĒRL platform is provided on an "as is" and "as available" basis without express or implied warranties of any kind.

9.2 To the maximum extent permitted by applicable law, PĒRL, its officers, and directors shall not be liable for any indirect, incidental, or consequential damages resulting from your use of the platform, the services of third-party clinics, or the failure of electronic equipment.

9.3 You agree to indemnify and hold PĒRL harmless against any claims, damages, or legal expenses arising from your breach of these Terms or your violation of any third-party rights.

10. Governing Law and Dispute Resolution

10.1 These Terms shall be governed by and construed in accordance with the laws of Singapore.

10.2 Any dispute arising out of or in connection with these Terms shall be resolved by final and binding arbitration in Singapore.

10.3 The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force.