

# IMPERIAL EDUTECH PTE LTD

## ONLINE SUBSCRIPTION AGREEMENT

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### INTRODUCTION

Welcome to IMPERIAL EDUTECH PTE LTD, (Company Registration No.: 202031507H), a company incorporated in Singapore and having its registered office at No. 1, North Bridge Road, #07-07 High Street Centre, Singapore 179094.

You must be 18 years of age and have the legal capacity to enter into contracts with us and be bound by the terms and conditions herein. You agree to these Terms and Conditions by clicking "Yes" at the end of the Terms and Conditions, executing a document that references them, or using the Platform. Only by clicking "Yes" will you be able to access and use the services available on the Platform.

If you will be using the Platform on behalf of an organization, you agree to these Terms and Conditions on behalf of that organization and you represent that you have the authority to do so.

If you agree to the terms and conditions herein, select "Yes" at the end of the terms and conditions to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Website.

### 1. Definitions:

**Us/We/Ours:** (a) All members, representatives, subsidiaries and affiliates of Imperial Edutech Pte Ltd; and (b) all subsidiaries, affiliates, successors, and assigns of the parties in (a).

**Platform:** The Website and Application for StudySmart.sg provided for by Imperial Edutech Pte Ltd.

**User/You:** Any person accessing or using the Platform and their representatives.

### 2. Acceptance of terms:

- Your access to and use of the Platform is subject to these Terms and Conditions. By using the Platform, you are deemed to have agreed to the terms, conditions and disclaimers contained in these Terms and Conditions. If you do not agree to these Terms and Conditions, you must immediately stop using the Platform.
- We reserve the right to update or amend these terms and Conditions at any time and your continued use of the Platform following any change(s) shall be deemed to be your acceptance of such change(s). Where appropriate, we will provide you with notice via email in advance. Please check your email regularly to take notice of any changes we have made, as these will be binding on you.

### **3. The Basic Services:**

Imperial Edutech has developed a website, [www.studysmart.sg](http://www.studysmart.sg) which is an online data-driven platform using Artificial Intelligence to aid end-users in their examination preparation. Features, services and content include setting up profiles, extensive question database, analysis and comparison of end user data. An app version is also developed for "StudySmart".

We will ensure and take all steps to provide an uninterrupted service, to the best we can.

Imperial Edutech may, from time to time and at its sole discretion, amend, modify, vary the Platform's contents and service features or content based on the availability or the functionality of the platform, without notifying you.

### **4. LICENCE TO USE:**

Subject to your agreement to and compliance with the terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sharable, revocable, limited license to use the Platform accordance with this Agreement.

### **5. ACCESS AND SERVICES**

To access the platform, you must complete our registration process by providing the required information. If there are any changes to such information during your time as a User, you should change the relevant information as soon as possible. You agree to communicate and receive newsletters, updates and promotion offers through email.

You should keep your username and password confidential and the access to the platform exclusively to yourself. You are responsible and liable for any use and other activities conducted through your account. You must notify us on any suspect or unauthorized use of your account.

Your access to the various services available on the website depends on the level of access that you have selected. You may change the level of your access or discontinue your account at any time.

Imperial Edutech may also at any time suspend the Platform's availability. The suspension of the platform can be for reasons such as software update and maintenance, server upgrade, systems backup and recovery, shutdown of operations, or server relocation. Where reasonably practicable, such disruptions shall be published on our newsfeed to keep you updated.

### **6. EQUIPMENT**

You shall be responsible for obtaining and maintaining smart phones, computer hardware, software tablets, and other equipment needed for access to and use of the Platform and all charges related thereto. We shall not be responsible for any loss of data in your equipment.

## **7. FEES AND PAYMENT**

We will charge you a standard monthly fee for using our system as well as additional fees if any, depending on the type of service you have selected.

You should review the current price list on our website before signing up for any services. You will be given the opportunity to pay by credit card or by other digital / electronic modes<sup>3</sup> when you sign up.

You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service.

We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

You may be given free trial period / offers etc. at our discretion.

## **8. SYSTEM RULES**

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service.

(a). Do not tell others your password or let your account be used by anyone except yourself.

(b). do not attempt to log in more than one device at the same time on any given account without specific permission of one of our operators.

(c). while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others.

(d). do not use our system to commit a crime, for fraudulent or unlawful purpose to plan, encourage or help others commit a crime, including crimes relating to computers.'

(e). do not breach any applicable law, regulation, rule, provisions under the governing instrument of any legal entity or any agreement you are bound by.

(f). do not 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 any computer software or hardware (collectively, "Malware"),

(g). do not infringe any third-party intellectual property rights.

We reserve the right to disclose your identity to a third party who claims that the content generated by you is a violation of their intellectual property rights.

We also reserve the right to take appropriate action to protect the interest of Imperial Edutech, i.e., terminate your account, take legal action, etc.

## 9. PRIVACY CONSIDERATIONS

By signing this agreement, you confirm that you have read and agreed to our **privacy policy** on our website, which is hereby incorporated into these Terms and Conditions by reference, for more information about how your personal data will be used.

## 10. THIRD PARTY CONTENT

The platform may include links to third party websites that let you leave the platform. You may also access the platform through third party websites. These linked sites are not managed and controlled by Imperial Edutech and hence we are not liable or responsible for the contents and availability. Your use of such third-party website is at your own risk.

## 11. PROPRIETARY RIGHTS

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights.

All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices.

You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership. We will not be responsible or liable to any third party for the user generated content posted by you or any other user of the platform.

Your use of our system affords you access to many of the features of our system and NOT any ownership. Some aspects of our system remain within our exclusive proprietary control.

We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, academic content, graphics, sound files, the end-user interfaces, the name of our system, trademarks and logos, many of the individual features, and the collective works consisting of sequences of all public messages on our system.

You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you should not copy, remove watermarks or signs / logos, duplicate, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.

## 12. LIMITATION OF LIABILITY

You expressly acknowledge and agree that your use of the Platform is at your own sole risk and that you will bear the risk of any liability relating to your use of our platform. Accordingly, your use of the online system is entirely at your sole risk. **We will not be responsible to you** or any third parties for any direct or indirect, consequential, special or punitive damages or losses, you may incur in connection with our system, your use thereof or any of the data or other materials transmitted through or residing on our system, unauthorised access to our servers and personal data stored on the servers, regardless

of the type of claim or the nature of the cause of action, even if we have advised of the possibility of such damages or losses.

### **13. ASSIGNMENT**

The user shall not assign or transfer any of their rights, without prior written consent from Imperial Edutech.

### **14. THIRD PARTIES' RIGHTS**

A person who is not a Party to this Agreement shall not have or acquire any right to enforce any term of this Agreement (including, but not limited to, any right to enforce or have the benefit of any exclusion or limitation of liability contained in this Agreement) under the Contract (Right of Third Parties) Act, Chapter 53B of Singapore. This Clause shall override any other Clause in this Agreement that is or may be inconsistent with it.

### **15. SEVERABILITY**

If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

Notwithstanding the foregoing, parties hereto shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be illegal, invalid or unenforceable.

### **16. INDEMNITY**

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

### **17. TERMINATION**

Your use of the Platform shall commence on the date of payment and shall continue for a period of one (1) month from the date of payment, unless earlier terminated as provided in this Terms and Conditions.

You can terminate your use of the Platform at any time through your student's profile in the settings page. Such termination will result in the deactivation or disablement of your account and access to it at the end of the billing cycle, unless earlier terminated as provided in this Terms and Conditions.

We reserve the right to suspend or terminate your use of the Platform if you (a) materially breach the Terms and Conditions; (b) fail to make payment for the use of the Platform by the due date; (c) fail to comply with the Terms and Conditions; (d) use the Platform in a way that causes legal liability to us or disrupts others' use of the Platform.

## **18. DISCLAIMERS OF WARRANTY**

The system is provided "as is" and we make no warranties, express or implied, as to the **merchantability**, fitness for a particular use or purpose, completeness and accuracy, title, non-infringement or any other warranty, condition, guaranty, or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the service.

## **19. ENTIRE AGREEMENT**

This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this agreement. There are no conditions precedent to the effectiveness of this agreement, other than those expressly stated in this agreement.

## **20. GOVERNING LAW**

You agree that this Terms and Conditions shall for all purposes be governed by and construed in accordance with the laws of the Republic of Singapore, and that any action arising out of this Terms and Conditions shall be litigated and enforced under the laws of the Singapore.

In addition, you agree to submit to the jurisdiction of the courts of the Singapore, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the Singapore.

## **21. DISPUTE RESOLUTION**

Any dispute or claim, including any question regarding existence or validity, shall be referred to and resolved by Singapore International Arbitration Centre ("SIAC") in accordance with the rules of SIAC for the time being in force which rules are deemed to be incorporated by reference to this Clause.

The seat of the arbitration shall be Singapore. The tribunal shall consist of a single arbitrator and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties