

Terms of Agreement

1 Definitions

TBCL: The Big Cube Lab Pte Ltd with registered address at 1 Marine Parade Centre, #11-04, Singapore 449408

Services: Suite of products, software and services offered by TBCL, including PSLEMath Online

Terms: The Terms of Agreement

Universal Terms: Terms and conditions set out in this agreement

Additional Terms: Terms and conditions within or through use of Services

Legal Notices:

Subsidiaries and Associates: Subsidiaries and associate companies of TBCL

2 Relationship with TBCL

- 2.1 Your use of TBCL Services (excluding any services provided to you by TBCL under a separate written agreement) is subject to the terms of a legal agreement between you and TBCL.
- 2.2 Unless otherwise agreed in writing with TBCL, your agreement with TBCL will always include, at a minimum, the Universal Terms. In addition to the Universal Terms, your agreement would also include any Legal Notices applicable, as well as Additional Terms.
- 2.3 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and TBCL in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".
- 2.4 The Additional Terms shall take precedence in relation to the respective Services.

3 Accepting the Terms

- 3.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 3.2 You can accept the Terms by:
 - 3.2.1 Clicking to accept the Terms where this option is made available to you by TBCL in the Services; or
 - 3.2.2 Actual use of the Services. In this case, you understand and agree that TBCL will treat your use of the Services as acceptance of the Terms from that point onwards.
- 3.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with TBCL, or (b) you are a person barred from receiving the Services

under the laws of Singapore or other countries including the country in which you are resident or from which you use the Services.

- 3.4 From time to time, TBCL may make changes to the Universal Terms or Additional Terms. When these changes are made, a new copy of the Universal Terms and Additional Terms will be made available to you from within, or through, the affected Services.
- 3.5 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, TBCL will treat your use as acceptance of the updated Universal Terms or Additional Terms.

4 Provision of the Services by TBCL

- 4.1 You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.
- 4.2 From time to time, TBCL may change the form and nature of the Services provided to you to create the best possible experience.

5 Use of the Services by you

- 5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to TBCL will always be accurate, correct and up to date. From time to time, TBCL may utilize this registration information to send you invoices and other communications, including but not limited to the Services. You agree to TBCL to use, store, share or process this registration information in order to provide the Service to you.
- 5.2 You agree to use the Services only for purposes that are permitted by the Terms.
- 5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by TBCL. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).
- 5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.5 You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 5.6 You agree that you are solely responsible for (and that TBCL has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which TBCL may suffer) of any such breach.

6 Account Security

- 6.1 You agree and understand that you are solely responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. You will be solely responsible for all activities under your account.

- 6.2 If you become aware of any unauthorized use of your account, you agree to notify TBCL immediately.

7 Content in the Services

- 7.1 All information (such as data files, written text, music, audio files or other sounds, photographs, videos or images) which you may have access to as part of, or through your use of, the Services are referred to below as the “Content”.
- 7.2 You should be aware that Content presented to you as part of the Services are owned by TBCL and its content partners. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part).
- 7.3 TBCL reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any of the Services.
- 7.4 You understand that by using the Services, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 7.5 You agree that you are solely responsible for (and that TBCL has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which TBCL may suffer) by doing so.

8 Proprietary rights

- 8.1 You acknowledge and agree that TBCL (or TBCL’ licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by TBCL and that you shall not disclose such information without TBCL’ prior written consent.
- 8.2 Nothing in the Terms gives you a right to use any of TBCL’ trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 8.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with TBCL, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and TBCL’ brand feature use guidelines as updated from time to time.
- 8.4 Other than the limited license set forth in Section 10, TBCL acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with TBCL, you agree that you are responsible for protecting and enforcing those rights and that TBCL has no obligation to do so on your behalf.

- 8.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 8.6 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9 Termination of Agreement

- 9.1 The Terms will continue to apply until terminated by either you or TBCL as set out below.
- 9.2 If you want to terminate your agreement with TBCL, you may do so by (a) notifying TBCL at any time and (b) closing your accounts for all of the Services which you use, where TBCL has made this option available to you. Your notice should be sent, in writing, to TBCL' email address learning@pslemath.com.sg.
- 9.3 TBCL may at any time, terminate its agreement with you if:
- (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - (B) TBCL is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - (C) the partner with whom TBCL offered the Services to you has terminated its relationship with TBCL or ceased to offer the Services to you; or
 - (D) TBCL is transitioning to no longer providing the Services to users; or
 - (E) the provision of the Services to you by TBCL is, in TBCL' opinion, no longer commercially viable.
- 9.4 Nothing in this Section shall affect TBCL' rights regarding provision of Services under Section 3 of the Terms.

10 EXCLUSION OF WARRANTIES

- 10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT TBCL' WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 10.3 IN PARTICULAR, TBCL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

- (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TBCL OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.6 TBCL FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11 LIMITATION OF LIABILITY

11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT TBCL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

11.1.1 ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

11.1.2 ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(A) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(B) ANY CHANGES WHICH TBCL MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(D) YOUR FAILURE TO PROVIDE TBCL WITH ACCURATE ACCOUNT INFORMATION;

(E) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

11.2 THE LIMITATIONS ON TBCL LIABILITY TO YOU IN PARAGRAPH 14.1 ABOVE SHALL APPLY WHETHER OR NOT TBCL HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12 Copyright and trade mark policies

12.1 It is TBCL's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law and to terminating the accounts of repeat infringers.

13 Other content

13.1 The Services may include hyperlinks to other web sites or content or resources. TBCL may have no control over any web sites or resources which are provided by companies or persons other than TBCL.

13.2 You acknowledge and agree that TBCL is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

13.3 You acknowledge and agree that TBCL is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

14 General legal terms

14.1 The Terms constitute the whole legal agreement between you and TBCL and govern your use of the Services (but excluding any services which TBCL may provide to you under a separate written agreement).

14.2 You agree that TBCL may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

14.3 You agree that if TBCL does not exercise or enforce any legal right or remedy which is contained in the Terms (or which TBCL has the benefit of under any applicable law), this will not be taken to be a formal waiver of TBCL' rights and that those rights or remedies will still be available to TBCL.

14.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.5 You acknowledge and agree that each member of the group of companies of which TBCL is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

14.6 The Terms, and your relationship with TBCL under the Terms, shall be governed by the laws of Singapore without regard to its conflict of laws provisions. You and TBCL agree to submit to the exclusive jurisdiction of the courts located within Singapore, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that TBCL shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

1. You authorize us to use, store, share or process your information in order to provide a service to you. Furthermore, this information may be utilized to send you invoices and other communications, including but not limited to offers marketed on DEALshop.