

TERMS AND CONDITIONS

This agreement applies between you, the User of this platform and Kiasututors Netwerkz Pte. Ltd. (UEN: 201901233M) ["KIASUTUTORS"], the owner of this platform. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the platform. If you do not agree to be bound by these terms and conditions without modification, you should stop using the platform immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Business Day" means any day other than Saturday, Sunday and any day which is a public holiday in Singapore;

"Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information that appears on or forms part of this platform;

"Learning Establishment" means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;

"Platform" shall be the online tools which allows you to access and register on the website/websites or the mobile application/applications, and to use the Services;

"Service" means collectively any online facilities, tools, services or information that KIASUTUTORS makes available through the platform either now or in the future;

"Sponsors" shall be the paid sponsors and advertisers which may from time to time appear on the platform;

"Students" shall be those individuals, who are eligible in accordance with these terms, and are willing and looking to broaden their knowledge in subject/subjects of their choice;

"Subject" shall be an Interest from the Student's perspective, and a knowledge, methodology and/or academic proficiency on the Tutor's side;

"System" means any online communications infrastructure that KIASUTUTORS makes available through the platform either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“Tutors” shall be those individuals or organizations, eligible in accordance with these terms, who guide students and teach them subject/subjects in which they specialize in;

“User” / “Users” means any third party that accesses the platform and is not employed by KIASUTUTORS and acting in the course of their employment; and

“Website” means the website with the address (<https://www.kiasututors.com.sg>) and any sub-domains of this site.

2. Member Account, Password and Security

2.1 Your account user log in is your valid email address and you will be able to choose a password upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all information provided under your password or account.

2.2 You agree to (a) immediately notify KIASUTUTORS of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each update session. KIASUTUTORS cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph.

3. Specific Terms and Conditions for Tutors

If you are a Tutor, the following provisions in this paragraph apply to you. If you are not a Tutor, those provisions do not apply to you.

3.1 You promise to us that you are at least eighteen years of age and can (and will on request) provide any references, or proof of qualifications as claimed in your profile.

3.2 In your registration to KIASUTUTORS' Database, you agree to form a binding contract and are not a person barred from receiving services under the laws of Singapore or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Tutor registration form and (b) maintain and promptly update your information data to keep it true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or KIASUTUTORS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, KIASUTUTORS has the right to suspend or terminate your account and refuse your any and/or all current or future use of the KIASUTUTORS service.

3.3 You agree to indemnify and hold KIASUTUTORS, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your misconduct, inaccurate information from your Registration Data, violation of the Terms and Conditions, or violation of any rights of another.

3.4 You shall accept full responsibility for the prices quoted for your services on the platform and for collection of all fees due to you from any Tutee.

3.5 You shall secure payment from your Tutees for services provided pursuant to a Tuition Arrangement directly and shall not seek to recover any payment in relation to your tuition services from us.

3.6 You acknowledge that you are not an employee of ours and you accept full responsibility for all Income Tax, and other taxation or employment-related responsibilities arising in connection with your involvement in any Tuition Arrangement.

3.7 You acknowledge that your details may be provided to a Tutee via our service, but that Tutees are under no commitment to undertake any Tuition Arrangement simply by virtue of them having obtained your details from the platform.

3.8 You acknowledge that your Tutor profile and some details entered by you on the platform will be publicly visible and may appear in search engine results.

3.9 Tuition Assignment Referral Program (TARP)

3.9.1 You will need to indicate during the registration stage if you would like KIASUTUTORS to provide a matching service for you (the Tutor) and entities who need a tutor, including but not limited to Tutees, tuition centres, schools etc, by clicking on the "Accept Tuition Referral" checkbox. This service shall henceforth be termed as "Tuition Assignment Referral Program" (or "TARP" in short) in this agreement. Each request for a tutor by an entity will be referred to as an "Assignment". In doing so, you also agree to KIASUTUTORS contacting you for marketing purposes from time to time.

3.9.2 Upon successful registration and listing of your service, you have become a member of KIASUTUTORS and have opened an Account with KIASUTUTORS. Our coordinators will access information in your Account ("Registration Info") and will contact registered tutors through the contact information that tutors have provided in the Account when there are suitable assignments for the individual tutors. Tutors hereby understand that being contacted by the coordinators for a particular assignment does not guarantee the Assignment allocation to the contacted tutor.

3.9.3 You also understand and agree that your information may be shared for the purpose of Assignment matching among coordinators from but not limited to KIASUTUTORS. You also understand and agree that you will be contacted for Assignments through a variety of communications medium such as personal phone calls, email announcements etc of available assignments. These communications are part of the KIASUTUTORS membership and you will not be able to opt out of receiving them unless you remove your account from the Database. KIASUTUTORS may share your personal information with third parties for the purposes of finding a suitable tuition job for you.

3.9.4 As each Assignment criteria differ from case to case, you also understand and agree that registering as a tutor in KIASUTUTORS does not guarantee assignment allocations nor does it guarantee you being contacted by the coordinators.

3.9.5 Tutors may choose to accept or negotiate the tuition rate quoted for each assignment, when they are contacted for the Assignment. Tutors are paid by the Tutees for every tuition cycle, which is the total number of lessons for a standard 4-week duration, or otherwise arranged between the Tutee and the tutor.

3.9.6 After you are allocated to an Assignment, you understand and agree that the first lesson of the Assignment is usually a trial lesson: (i) paid, (ii) free, or (iii) free only if a Tutee does not want to continue. The following scenarios might apply.

3.9.6.1 (Scenario 1) Paid 1st Trial Lesson. If parents / guardians of tutee decided to continue the tuition service offered by you, 25% of the **1st full month** tuition fees (i.e. full 4-week tuition cycle) fee is payable to KIASUTUTORS, within 5 business days after the issue of invoice by KIASUTUTORS.

3.9.6.2 (Scenario 2) Paid 1st Trial Lesson. If for whatsoever reason you are rejected as a tutor after the 1st paid trial lesson, 50% of the **1st lesson fee** is payable to KIASUTUTORS, within 5 business days after the issue of invoice by KIASUTUTORS.

3.9.6.3 (Scenario 3) Free 1st Trial Lesson. If for whatsoever reason you are rejected as a tutor after the 1st free trial lesson, no remuneration will be offered by both the Tutee and KIASUTUTORS.

3.9.6.4 Other scenarios will be on a “case by case” basis and arrangements will be agreed in writing between Tutor and KIASUTUTORS.

3.9.7 You agree that the **first** 25% of the remuneration for the 1st full month tuition fees (i.e. full 4-week tuition cycle) of an Assignment belongs to KIASUTUTORS. In the event that an assignment is requested to be terminated prematurely either by the Tutee or the tutor before the first 4-week tuition cycle ends, you are only entitled to remuneration from the 2nd week onwards, as remuneration of assignments of the 1st week of the tuition cycle, although terminated thereafter, will belong entirely to KIASUTUTORS.

3.9.8 KIASUTUTORS is not liable to pay any remuneration to the tutor regardless of the event and scenario. It is your duty and not KIASUTUTORS to request for outstanding payment from the Tutees to be collected.

3.9.9 There are no written contracts between the Tutee and the tutor for an Assignment unless otherwise arranged. You hereby understand and agree that if you break any contractual agreement, you will be liable for all claims and damages.

3.9.10 After you have agreed to take up an Assignment and a commencement date has been arranged between the Tutee and you, you understand and agree that in the event that you wish to withdraw from the Assignment before the first lesson, you must give KIASUTUTORS **at least 3 days advance notice**, failing which you will be liable to pay a **penalty charge of S\$60.00** to KIASUTUTORS.

3.9.11 In the event that a tutee does not make it for the 1st trial lesson of an Assignment and fails to notify KIASUTUTORS and the tutor in advance, KIASUTUTORS would, subject to the agreement of the tutor and tutee, arrange another date and time for the

trial lesson. KIASUTUTORS is under no obligation to compensate the tutor in this case.

3.10 You must log in at least once within a period of 9 months from the last log-in date to continue to use the platform and its services. A reminder will be sent to you via your registered log-in email at the end of the 8th month of inactivity. If there is no log-in before end of 9th month still, your account will automatically be suspended. To re-activate it, you will need to write in to enquiry@kiasututors.com.sg within next 3 months to request for the account to be re-opened, and by paying an **administrative fee of \$25.00**. You will not be allowed to register with us again via the usual registration process at the webpage after an account is suspended.

4 Specific Terms and Conditions for Tutees/Parents or Guardians of Tutees

If you are a Tutee or a parent/ guardian of a tutee, the following provisions in this paragraph apply to you.

4.1 Each time you opt for “Request for Tutor” service by filling up the “Request Tutor Form” or contact KIASUTUTORS’ staff directly, a contract is formed between you and us on these Terms. The Services we provide under that contract include the gathering of information about the Tutor in accordance with sub-paragraph 5.2 and the provision of the Tutor’s contact details.

4.2 Before we provide a Tutor's contact details to you, we will have collected certain basic information submitted by the Tutor in relation to their identity, experience, training, authorisations and/or qualifications (Credentials). Whilst we may request that Tutors make available full details of their Credentials, due to the number of Tutors using our Services, it is not reasonably practicable for us to check each Tutor's Credentials on your behalf, and we cannot do so. For this reason, we cannot guarantee that the information submitted by the Tutor is accurate and we shall not be responsible for any failure of the Tutor to provide you satisfactory evidence to support the statements on the Tutor's profile as to the Tutor's Credentials. You should always check carefully all relevant information and documents in relation to a Tutor before you choose to enter into a Tuition Arrangement with the Tutor and you should verify the Tutor's Credentials (e.g. by checking identification) yourself before entering into any Tuition Arrangement.

4.3 Before we supply a Tutor's contact details to you, you may be required to submit and confirm information in relation to yourself, your tuition requirements and the terms on which you would be prepared to engage a Tutor to provide tuition services. You agree to supply such information and consent to it being shared with potential Tutors.

4.4 You hereby confirm that you are not less than eighteen years of age. Any person seeking to use the Website or our Services who is less than eighteen years of age must arrange for a parent or guardian to provide the necessary parent or guardian’s personal particulars and contact details to us, and that parent or guardian shall be the Tutee for the purposes of these Terms.

4.5 This service is free for you and KIASUTUTORS will collect a commission fee from the Tutor directly after the 1st lesson is successfully conducted, and a written or verbal

agreement is made between the Tutor and the Tutee's parents or guardian with regards to any future tuition arrangements.

5. Prices, Fees and Payments

5.1 All prices and fees percentages provided on the platform are construed final at the time of their subscription. KIASUTUTORS reserves all rights to change the prices, create promotions, bundles or any other activities which changes the amount of either prices or commissions, temporarily or permanently, as KIASUTUTORS deems fit. If this changes the date, amount or other detail of any payment which is recurrent KIASUTUTORS shall require User's agreement to different charges to User's reported payment method. All changes shall apply to future charges, and they shall never affect previous payments.

5.2 Users hereby authorize KIASUTUTORS to make changes to their provided payment methods for transactions made from the platform.

5.3 All payments are processed by a third party, engaged by KIASUTUTORS for such purpose. When disclosing payment information, the User warrants to KIASUTUTORS that the User owns or is authorized to use such payment method by any relevant party. Payment information is kept private. Users shall assume the responsibility of payment of any applicable taxes.

5.4 Users shall be the party obliged to make any tax payments to the maximum extent permitted by law, and therefore Users authorize KIASUTUTORS to make the charges corresponding to the payment or withholding of any taxes or fees imposed by the Republic of Singapore.

5.5 Users may cancel their accounts or their payments at any time, however refunds shall not be made, unless a specific case falls under Singapore laws which obliges KIASUTUTORS to make such refund.

6. Disputes between Tutors and Tutees/Parents or Guardians of Tutees

6.1 At KIASUTUTORS we take special care of both the tutees and the tutors, and we make an extra effort to ensure that each contract and engagement is completed without hassle or problems of any kind. Even so, at times tutees and tutors may have disputes and claims between each other. The continued intention of KIASUTUTORS shall be to provide the necessary tools to help tutees and tutors to solve their disputes in an independent manner. In the very rare situation where a dispute is not resolved independently, both tutee and Tutor oblige themselves to solve any problems, claims, actions or damages by continued communications with each other, and only if necessary use other legal tools such as mediation and arbitration. KIASUTUTORS shall have the right, but not the obligation to, participate in any such procedure at KIASUTUTORS' sole initiative and decision. No obligation weighs on KIASUTUTORS to participate in any disputes, to the maximum extent permitted by applicable law.

6.2 Notwithstanding what is determined in this paragraph, KIASUTUTORS may attempt to mediate themselves, or, in case of an irregular or illegal conduct, suspend and/or delete User Accounts of those involved, without prejudice to inform the authorities, if the situation so requires.

7. Dispute resolution with KIASUTUTORS

7.1 In the unlikely event that we cannot resolve any type of dispute any user has with KIASUTUTORS, the parties hereto agree that all disputes or conflicts arising out of this Agreement shall be solved by arbitrators located in Singapore. Rules of the Singapore International Arbitration Centre (“SIAC”) shall apply. The prevailing party may be reimbursed any legal expenses, including without limitation, any reasonable attorney fees.

8. Forums Conduct

8.1 You agree and acknowledge that during your interaction in any particular forum,

8.1.1 You will only post relevant topics or replies.

8.1.2 You will clearly identify yourself as an employee representing your company(ies), brand(s) or service(s) or product(s) if you are posting information pertaining to related industries.

8.1.3 You will not ‘hijack’ any topics to your advantage.

8.1.4 You will not intentionally put up false information to mislead the crowd.

8.1.5 You will not take part in any flame wars.

9. Use of Communications Facilities and Content Submission

9.1 When using the Comments and / or any other System and when submitting Content to the platform you should do so in accordance with the following rules:

9.1.1 you must not use obscene or vulgar language;

9.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 you must not submit Content that is intended to promote or incite violence;

9.1.4 it is advised that posts on message boards, chat facilities or similar and communications with KIASUTUTORS are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

9.1.5 content submissions are required to be made using the English language(s). Content in any other language may be removed at our sole discretion;

9.1.6 you must not post links to other web sites containing any of the above types of Content;

9.1.7 the means by which you identify yourself must not violate these terms of use or any applicable laws;

9.1.8 you must not engage in any form of commercial advertising. This does not

prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

9.1.9 you must not include identifying information (such as telephone numbers, e-mail addresses, message service identifiers, VOIP identifiers, postal addresses, website addresses or name, company name, tuition agency or organisation or any other contact information through which you can be contacted) on the platform or in any messages sent to other Users through the platform or otherwise in any of your User Content; nor

9.1.10 you must not use the platform and/or our Services other than in good faith for your own purposes as an individual Tutor or Tutee. For the avoidance of doubt, use of the platform and/or the Services by organisations such as employment agencies is not permitted;

9.1.11 you must not impersonate other people, particularly employees and representatives of KIASUTUTORS or our affiliates;

9.1.12 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and

9.1.13 you must not use our platform for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that KIASUTUTORS reserves the right to monitor any and all communications made to us or using our platform.

9.3 In order to use the Comments and any other communication facility that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this platform you represent and warrant that:

9.3.1 any information you submit is accurate and truthful; and

9.3.2 you will keep this information accurate and up-to-date.

9.4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. KIASUTUTORS accepts no responsibility or liability for any infringement of third party rights by such Content. Further, you grant KIASUTUTORS a licence to modify the Content as necessary for its inclusion on the platform. KIASUTUTORS accepts no responsibility or liability for any infringement of third party rights by such Content.

9.5 KIASUTUTORS will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.

9.6 Unless a Member informs KIASUTUTORS otherwise, in advance of posting, in

writing, and KIASUTUTORS agrees to any terms or restrictions, all Content submitted is for publication on the platform and other such uses as KIASUTUTORS may deem appropriate under a royalty-free, perpetual basis.

9.7 Content submitted by Users is not screened by KIASUTUTORS prior to appearing online. We retain the right to exercise our sole discretion to remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to admin@kiasututors.com.sg. This does not constitute an undertaking to explain our actions.

10. Censorship

10.1 KIASUTUTORS has no obligation to monitor the forum/forums. However, KIASUTUTORS reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in KIASUTUTORS' sole discretion.

10.2 KIASUTUTORS does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable.

10.3 KIASUTUTORS does not control or endorse the content, messages or information found in any forum/forums and, therefore, KIASUTUTORS specifically disclaims any liability with regard to the forum/forums and any actions resulting from your participation in any forum/forums. Forum moderators and administrators are not authorised KIASUTUTORS' spokespersons, and their views do not necessarily reflect those of KIASUTUTORS.

11. Account Termination

You agree that KIASUTUTORS may, under certain circumstances and without prior notice, immediately terminate your KIASUTUTORS account. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms and conditions or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-account deletions), (d) discontinuance or material modification to the service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) you have engaged in fraudulent or illegal activities, and/or (h) non-payment of any fees owed by you in connection with the Assignments or other issues. Termination of your KIASUTUTORS account includes (a) removal of access to all offerings within the service, including but not limited to email notifications of available assignments (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the KIASUTUTORS service. Further, you agree that all terminations for cause shall be made in KIASUTUTORS' sole discretion and that KIASUTUTORS shall not be liable to you or any third-party for any termination of your account.

12. Trademarks and Intellectual Property

12.1 Subject to the exceptions in Clause 14 of these Terms and Conditions, all Content included on the platform, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of KIASUTUTORS. By continuing to use the platform you acknowledge that such material is protected by applicable Singapore and International intellectual property and other laws.

12.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the platform for personal or educational purposes only unless otherwise indicated on the platform or unless given express written permission to do so by KIASUTUTORS. Specifically you agree that:

12.2.1 you will not use the Content of the platform for commercial purposes;

12.2.2 you will not systematically copy Content from the platform with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by KIASUTUTORS;

12.2.3 you may, as a Tutee of a recognised Learning Establishment, use the Content of the platform for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment; and

12.2.4 employees of Learning Establishments may use the Content of the platform for teaching purposes subject to the following conditions:

a) No further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and

b) For use in profit-making Learning Establishments, prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

12.3 All trademarks on the website are subject to copyright. All trademarks and logos of KIASUTUTORS are registered to them or pending registration. Users are not allowed to use the trademark without proper written authorization of KIASUTUTORS. KIASUTUTORS is also the owner or the licensee of all the content and their emerging intellectual property rights.

13. Copyright Procedure

13.1 This section of the Agreement has been made pursuant to mandates of the Singapore Copyright Act and other international copyright laws and directives and explains how copyright related claims are processed by KIASUTUTORS.

13.2 KIASUTUTORS makes an important effort to remain compliant with all applicable regulation to service providers. However, due to the amount and type of Media which is being uploaded to the platform at all times, it is impossible for KIASUTUTORS to determine whether a copyright infringement has occurred. KIASUTUTORS has set out this section so that Users and third parties may easily present a claim in the event of a breach to their copyright.

13.3 If you believe that any content breaches your copyright or that of a third party you represent, you may send an email to copyright@kiasututors.com.sg, to contact us for copyright related purposes, and please make sure that the email, which is officially a notification, contains the following:

13.3.1 Provide us with any electronic signature or physical evidence of the true holder of the copyright of the alleged breaching material, or of the person which is representing and has the authority to make a representation on behalf of the holder of the copyright of the alleged breaching material.

13.3.2 Describe and identify the material or materials which is being allegedly breached on the platform. In case of more than one breach, make sure that you make a list specifying each of the breaching materials.

13.3.3 Describe the exact location of the allegedly breaching material on the platform, by means or links (to URLs) or a direct link to such material or materials. Make sure that the allegedly breaching material is pinpointed for us to identify.

13.3.4 Provide us your contact data, so that we are able to contact you. The information we require includes, but may at times not be limited to name, address, telephone or mobile number and your email address. The information you send us shall be governed by our Privacy Policies.

13.3.5 Also, please kindly attach a statement where you, as the claimant of the alleged breach, that you in good faith and true belief that your copyright or the copyright of the holder you represent is being breached or that related rights are being infringed by material on the platform, and that such material is not licensed or authorized by the true holder of such rights, by such holder's representative or agent, or by applicable law.

13.3.6 Finally, please also attach a statement that the information disclosed in your email is true, verifiable and accurate, and that, under penalty of perjury, you have full authority to act as yourself, if you were the holder of the copyright which is allegedly being infringed, or in behalf of the holder of that copyright. Please allow a reasonable amount of time for us to react to your email, and make the required verification. Please note that the breaching party may present a counterclaim within the next fifteen (15) days of the notification of the alleged breach. In this case you will be notified of this situation, and this may open the possibility for you to present an official legal claim at the appropriate venues determined by law. Kindly be reminded that it is illegal to misrepresent ownership or copyright of any material, and that KIASUTUTORS may engage in legal actions against individuals or organizations which engage in such misrepresentation, without limiting KIASUTUTORS' rights to recover from any damages or costs it has endures as a result of such misrepresentation.

14. Third Party Intellectual Property

14.1 Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belong to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 12 of these Terms and Conditions to use Content from the platform. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

15 Sponsors

15.1 KIASUTUTORS is fully entitled to display advertisements and sponsors on the platform, wherever and whenever it deems appropriate. These advertisements or sponsor images may contain hyperlink that lead out of the KIASUTUTORS' platform. We strongly encourage all users that, if they opt to engage with such sponsors or advertisement promotors, that they carefully read any terms and policies or other legal disclaimers available on their websites and/or applications, as KIASUTUTORS does not have control over such outside places, and that KIASUTUTORS makes no representation or endorsement of the authenticity, reliability or use for a particular purpose of any of the services or products offered by the businesses ran by any Sponsors or Advertisers. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that KIASUTUTORS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

16. Availability of the Platform

16.1 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality

16.2 KIASUTUTORS accepts no liability for any disruption or non-availability of the platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

17. Disclaimers and Limitation of Liability

17.1 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our proven negligence. Subject to the previous sentence, we shall not be liable for any consequence, loss or damage of any nature whatsoever and howsoever arising (whether such damage or loss was foreseen, foreseeable, known or otherwise) out of or in connection with the viewing, use or performance of the platform or its content, whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants or agents, or any other person. Such shall include (but not be limited to) loss of data, loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered by third parties or any indirect, consequential, special or exemplary damages arising from the use of the platform regardless of the form of action.

17.2 If we breach these Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach. Losses are foreseeable where they could be contemplated by you and us at the time of entering into an agreement on these Terms.

17.3 You agree and acknowledge that we shall not be responsible or liable for:

17.3.1 indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into the

agreement on these Terms, including loss of profits and loss of opportunity; or
17.3.2 failure to provide the platform or our Services or to meet any of our obligations under these Terms where such failure is due to any cause or event beyond our reasonable control.

17.4 We accept no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services or other material available on or through this platform.

17.5 KIASUTUTORS makes no warranty or representation that the platform will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

17.6 Whilst every reasonable endeavour has been made to ensure that all information provided on this platform will be accurate and up to date, KIASUTUTORS makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.

17.7 No part of this platform is intended to constitute advice and the Content of this platform should not be relied upon when making any decisions or taking any action of any kind.

17.8 The information on this platform is not designed with commercial purposes in mind. Commercial use of the Content of this platform is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and KIASUTUTORS makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.

17.9 We are responsible for the provision of the platform and our Services BUT each Tuition Arrangement is an agreement between the relevant Tutor and the relevant Tutee and we are not a party to that agreement and we are not responsible for the actions of Users or other third parties. For these reasons, you agree and acknowledge that:

17.9.1 we have no responsibility or liability in relation to any aspect of any Tuition Arrangement;

17.9.2 without prejudice to our obligation to carry out checks on Tutors, we do not make any promise or representation to you as to the suitability of any Tutor;

17.9.3 we have no responsibility for any grade received by a Tutee and any consequence that examination grades may entail;

17.9.4 even though all Users are prohibited from doing so, some Users may provide information or otherwise behave, via the platform, in a way that is unreliable, misleading or even illegal and some Users may not necessarily be who they say they are. Accordingly, to the extent that the law permits, you agree and acknowledge that your use of the platform and our Services is entirely at your own risk and you release us, our directors, contractors and employees from all liability (including in relation to disputes with other Users) where such liability relates to or arises out of the behaviour

of (or the User Content or other material provided by) other Users and other third parties.

17.10 KIASUTUTORS' platform may contain links to other websites or resources operated by parties other than KIASUTUTORS. Such links are provided for your convenience only. Because KIASUTUTORS has no control over such sites and resources, you acknowledge and agree that KIASUTUTORS is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. KIASUTUTORS' inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators. You further acknowledge and agree that KIASUTUTORS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17.11 You promise to compensate us for all (if any) claims, liabilities, costs and expenses (actual or consequential) that we may suffer, which arise out of or in connection with your use of the platform and/or the Services, in particular in relation to:

17.11.1 your breach of any provision of these Terms;

17.11.2 your involvement in any Tuition Arrangement (including your breach of any Tuition Arrangement); and

17.11.3 your violation of any law or the rights of a third party.

17.12 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act (Chapter 396), in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

17.13 Our liability to you arising out of or in connection with any agreement between you and us on these Terms shall be limited to one times the amount paid/payable to us.

18. No Waiver

In the event that KIASUTUTORS fails to exercise any right or remedy contained herein these Terms and Conditions, this shall not be construed as a waiver of that right or remedy.

19. Force Majeure

Any delay in the performance of any duties or obligations of KIASUTUTORS, except the common obligations on the Client's part, such as the payment of any performed services, shall not be considered a breach of this Agreement, provided that such delay is caused by shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. User not paying fees due to force majeure events

are not construed to be force majeure events for themselves. In such event the paid privileges or services may be suspended until the payment is fulfilled.

20. Remedies

It is determined that all rights and remedies of KIASUTUTORS under this Agreement are cumulative. User acknowledges that the Services and/or the platform may contain valuable trade secrets and proprietary information of KIASUTUTORS, and that any breach of this agreement regarding intellectual property and/or copyright may constitute immediate and irreparable harm to KIASUTUTORS, its affiliates, licensors, partners, shareholders and agents, and that these would not be relieved by a simple monetary damage recovery. If such breach occurs, KIASUTUTORS shall be entitled to seek injunctive relief without any other requirements or requisites. In case that any legal action is promoted in relation to this agreement, KIASUTUTORS may seek reasonable attorney fees, legal costs and other expenses, in addition to any other relief which KIASUTUTORS may seek.

21. Assignment

The Parties hereto agree that: User may not assign any of User's rights or obligations determined in this Agreement to any third parties, without express and explicit written consent of KIASUTUTORS. KIASUTUTORS, on the other hand, may at any time assign this Agreement, provided that the conditions and terms of this Agreement survive such assignment and are kept identical or improved by the assignee, and the fees are kept unchanged for a period of no less than six (6) months.

22. Severability

If any provision of this Agreement is, held or interpreted to be invalid or in other way unenforceable, the other provisions of this Agreement will remain enforceable for all purposes which may assist the parties to this Agreement.

23. Notices

Users should contact KIASUTUTORS at the prescribed email addresses in relevant clauses of this Agreement. For all other notices / communications to KIASUTUTORS, users should email to admin@kiasututors.com.sg.

24. Law and Jurisdiction

These terms and conditions and the relationship between you and KIASUTUTORS shall be governed by and construed in accordance with the Law of Singapore without regard to its conflict of law provisions, and KIASUTUTORS and you agree to submit to the exclusive jurisdiction of the Courts of Singapore. The failure of KIASUTUTORS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

25. Revisions to this Agreement

KIASUTUTORS reserves the right to revise the terms and conditions of this Agreement, to make changes to it or to the Services, layout and other relevant parts of the platform. Changes to this Agreement shall be posted in this section of the platform, and an e-mail alert of the upload to such section shall be sent to the User's email address. Even so, KIASUTUTORS strongly recommends all Users to visit this part of the platform which contains the Terms of Use periodically. In case that a User should not agree with any changes made to the terms and conditions of this Agreement, such User's sole remedy shall be to discontinue his/her access to the website and close and/or delete their accounts. The continued use and access of the services shall be deemed as acceptance of User of the announced amendments, revisions or changes to this Agreement. In the event to changes to our Privacy Policies User must affirmatively show consent to such changes, and shall be prompted to do so on the platform after login in to User's account.

26. Entire Agreement

This Agreement shall be construed as the final and entire agreement between the parties respecting the subject matters determined herein and supersedes all prior discussions, either written or oral, respecting the terms and conditions set in this Agreement.