

Terms of Service

1. INTRODUCTION

- 1.1. Welcome to the Premium Educators platform (the "**Site**"). Please read the following Terms of Service carefully before using this Site or opening an account ("**Account**") so that you are aware of your legal rights and obligations with respect to Premium House Tutor Pte. Ltd. and its affiliates and subsidiaries (individually and collectively, "**Premium House Tutor**", "we", "us" or "our"). The "**Services**" we provide or make available include (a) the Site, (b) the services provided by the Site, and (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application or other materials made available through the Site or its related services ("**Content**"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Premium House Tutor.
- 1.2. The Services include an online platform service that provides a place and opportunity for the matching of tutors ("**Tutor**") and the students or parents ("**Client**") (collectively "**Users**" or "**Parties**") for tutoring services. The actual contract for service is directly between Tutors and Clients and Premium House Tutor is not a party to that or any other contract between Tutor and Client and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the contract between them. Premium House Tutor is not involved in the transaction between Parties. Premium House Tutor may or may not pre-screen Users or the Content or information provided by Users. Premium House Tutor reserves the right to remove any Content or information posted by you on the Site in accordance with Section 5.4 herein. Premium House Tutor cannot ensure that Users will be able to find a match with their preferred User.
- 1.3. Before becoming a User of the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service and you must consent to the processing of your personal data as described in the Privacy Policy linked hereto.
- 1.4. Premium House Tutor reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by laws of Singapore. Premium House Tutor may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.
- 1.5. Premium House Tutor reserves the right to refuse to provide you access to the Site or Services or to allow you to open an Account for any reason.

2. PRIVACY

- 2.1. By using the Services or providing information on the Site, you:
 - a) consent to Premium House Tutor' collection, use, disclosure and/or processing of your Content, personal data and information associated with your Account and/or your use of the Services ("**User Information**") for the purposes of:
 - i. advertising;
 - ii. matching of users; and/or
 - iii. other incidental/ relevant purposes.
 - b) agree and acknowledge that the proprietary rights of your User Information are jointly owned by you and Premium House Tutor; and
 - c) shall not, whether directly or indirectly, disclose your User Information to any third party, or otherwise allow any third party to access or use your User Information, without Premium House Tutor' prior written consent.

- 2.2. Users in possession of another User's personal data through the use of the Services (the "**Receiving Party**") hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the User whose personal data the Receiving Party has collected (the "**Disclosing Party**") to remove his or her data so collected from the Receiving Party's database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

3. LIMITED LICENSE

- 3.1. Premium House Tutor grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms of Service. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property ("**Intellectual Property**") displayed in the Site are the property of Premium House Tutor and where applicable, third party proprietors identified in the Site. No right or licence is granted directly or indirectly to any party accessing the Site to use or reproduce any Intellectual Property, and no party accessing the Site shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Site and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Site or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Site on any other server or as part of any other website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this website).
- 3.2. You are welcome to link to the Site from your website, provided that your website does not imply any endorsement by or association with Premium House Tutor. You acknowledge that Premium House Tutor may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

4. ACCOUNTS AND SECURITY

- 4.1. Some functions of our Services require registration for an Account by selecting a unique user identification ("**User ID**") and password, and by providing certain personal information. If you select a User ID that Premium House Tutor, in its sole discretion, finds offensive or inappropriate, Premium House Tutor has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites, or services to which we have enabled access or with which we have tied up or collaborated. Premium House Tutor has not reviewed, and assumes no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from these Terms of Service and/or our Privacy Policy, may also apply to your use of those products, websites or services.
- 4.2. You agree to (a) keep your password confidential and use only your User ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Site, (c) immediately notify Premium House Tutor of any unauthorised use of your Account, User ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your User ID and Account even if such activities or uses were not committed by you. Premium House Tutor will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

- 4.3. You agree that Premium House Tutor may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate your Account and your User ID, remove or discard from the Site any Content associated with your Account and User ID, withdraw any subsidies offered to you, cancel any transactions associated with your Account and User ID, temporarily withhold any sale proceeds or refunds, and/or take any other actions that Premium House Tutor deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of these Terms of Service, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) having multiple user accounts, or (e) behaviour that is harmful to other Users, third parties, or the business interests of Premium House Tutor. Use of an Account for illegal, fraudulent, harassing, defamatory, threatening or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, Premium House Tutor may terminate your Account immediately with or without notice.
- 4.4. Users may terminate their Account if they notify Premium House Tutor in writing (including via email at contact@premiumtutor.sg) of their desire to do so. Notwithstanding any such termination, Users remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), delivery of service, payment for service, or the like, and Users must contact Premium House Tutor after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms of Service. Premium House Tutor shall have no liability and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Users waive any and all claims based on any such action taken by Premium House Tutor.

5. TERM OF USE

- 5.1. The license for use of this Site and the Services is effective until terminated. This license will terminate as set forth under these Terms of Service or if you fail to comply with any term or condition of these Terms of Service. In any such event, Premium House Tutor may effect such termination with or without notice to you.
- 5.2. You agree not to:
- a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b) violate any laws;
 - c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;
 - d) use the Services or upload Content to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 - e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
 - f) remove any proprietary notices from the Site;
 - g) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of Premium House Tutor;

- h) use the Services for the benefit of any third party or any manner not permitted by the licenses granted herein;
- i) use the Services or upload Content in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- j) open and/or operate multiple user accounts in connection with any conduct that violates either the letter or spirit of these Terms of Service;
- k) access the Premium House Tutor platform, open a user account, or otherwise access your user account using any non-official Premium House Tutor hardware or software, including but not limited to an emulator, simulator, bot or other similar hardware or software;
- l) manipulate or interfere with other User's listings;
- m) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by Premium House Tutor with respect to the Services and/or data transmitted, processed or stored by Premium House Tutor;
- n) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- o) upload, email, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- p) upload, email, post, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- q) upload, email, post, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- r) upload, email, post, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt, destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;
- s) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other User's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- t) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;
- u) use the Services to intentionally or unintentionally violate any applicable local or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;
- v) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

- w) infringe the rights of Premium House Tutor, including any intellectual property rights and any passing off of the same thereof; and/or
 - x) use the Services to collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above.
- 5.3. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not Premium House Tutor, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site. You understand that by using the Site, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. To the maximum extent permitted by applicable law, under no circumstances will Premium House Tutor be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available on the Site.
- 5.4. You acknowledge that Premium House Tutor and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Site. Without limiting the foregoing, Premium House Tutor and its designees shall have the right to remove any Content (i) that violates these Terms of Service; (ii) if we receive a complaint from another User; (iii) if we receive a notice of intellectual property infringement or other legal instruction for removal; or (iv) if such Content is otherwise objectionable. We may also block delivery of a communication (including, without limitation, status updates, postings, messages and/or chats) to or from the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by Premium House Tutor or submitted to Premium House Tutor, including, without limitation, information in Premium House Tutor Forums and in all other parts of the Site.
- 5.5. You acknowledge, consent to and agree that Premium House Tutor may access, preserve and disclose your Account information and Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over Premium House Tutor or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Premium House Tutor, its Users and/or the public.

6. VIOLATION OF OUR TERMS OF SERVICE

- 6.1. Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:
- Account/ Listing deletion
 - Limits placed on Account privileges
 - Account suspension and subsequent termination
 - Criminal charges
 - Civil actions, including without limitation a claim for damages and/or interim or injunctive

relief

7. PAYMENT

7.1. Payment may be made by Bank Transfer/ Paynow

Client may make payments through an Automated Teller Machine or internet bank transfer (“**Bank Transfer**”) to our designated Account (which will be listed on the payment page). Tutor must provide Premium House Tutor with the transfer receipt or payment transaction reference for verification purposes by sending the necessary information by WhatsApp to the phone number listed on the payment page as payment confirmation. If payment confirmation is not received by Premium House Tutor within seven (7) days, it will give Premium House Tutor’ right to initiate proceeding for the amount owed.

7.2. Premium House Tutor takes no responsibility and assume no liability for any loss or damages to Tutor arising from wrong payment information entered by Client or wrong remittance by Client in connection with the payment for the items purchased. We reserve the right to check whether Client is duly authorised to use certain payment method and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

8. DELIVERY OF SERVICE

8.1. Tutor must deliver the Services to the Client with reasonable care, skill and diligence in a professional manner. The Tutor undertakes to do whatever is reasonably necessary to facilitate the provision of the Services in a professional manner.

8.2. Users understand that they will bears all risk attached to the procurement/ delivery of the services. Users acknowledge and agree that Premium House Tutor will not be liable for any damage, expense, cost or fees resulted therefrom and Client and/or Tutor will be responsible for resolving such dispute in an amicable manner.

9. CANCELLATION, RETURN AND REFUND

9.1. Cancellation of classes can only be made by either Tutor or Clients twenty-four (24) hours before class commencement.

9.2. Premium House Tutor reserves the right to cancel any transaction on the Site. Where the cancellation of the transaction is due to the breach of by the Client of any Terms, the Client agrees that he/she shall not be entitled to any refunds of monies paid to Premium House Tutor. Where the cancellation of the transaction is due to the breach of by the Client of any Terms, the Tutor shall not be entitled to any payment for any lessons conducted for any assignments that was assigned to the Tutor.

10. TUTOR’S RESPONSIBILITIES

10.1. Tutor shall properly manage and ensure that relevant information is updated promptly to the administrator of the website. Tutor shall not post or provide inaccurate or misleading information to the administrator.

10.2. The per hour rate shall be pre-agreed and Tutor shall not charge Client such amount additionally and separately without prior approval of Premium House Tutor.

10.3. The Tutor agrees not to hold himself/herself out as having authority to bind the Company or communicate directly to the clients with regards to payment and scheduling matters, or have any

authority to incur expenses in the name of or on behalf of the Company, unless the Tutor has obtained the prior written consent of the Premium House Tutor or its Directors.

10.4. Tutor agrees that Premium House Tutor may at its discretion engage in promotional activities to induce transactions between Tutor and Client by reducing, discounting, or refunding fees, or in other ways. The final price that Client will pay will be the price that such adjustment is applied to.

10.5. For the purposes of promoting the services of the Tutor, Premium House Tutor may post such information on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or foreign).

10.6. Users acknowledges and agrees that they will be responsible for paying all taxes and charges incurred in the delivery and provision of the services and Premium House Tutor cannot provide any legal or tax advice in this regard. As tax laws and regulations may change from time to time, Users are advised to seek professional advice if in doubt.

10.7. The Tutor undertakes to do whatever is reasonably necessary to facilitate the provision of the Services in a professional manner.

- a) This obligation includes but is not limited to:
- i. procurement of an environment with minimal background noise and interruption and good internet connection.
 - ii. obtaining tools or materials as may be required by the Tutor to conduct lessons(s);
 - iii. attendance of compulsory meeting or training; and
 - iv. keeping abreast of the latest syllabus as published by each examination board.

10.8. The cost incurred in the process of acquiring products or services for the provision of tutoring services shall be borne solely by the Tutor.

10.9. The Tutor shall not, while as holding an Account and for six (6) months after the termination or deletion of his/her Account:

- a) communicate with any Client in his/her private capacity without the consent of Premium House Tutor; and/or
- b) directly or indirectly solicit, induce, recruit, encourage or otherwise cause any Client to terminate their relationship with Premium House Tutor.

10.10. Where any Client or potential Client of the Company contacts the Tutor, by call, text messages or otherwise, after the termination or deletion of his/her Account, the Tutor shall notify any such communications to the Company.

11. COMMISSION FEES

11.1. Premium House Tutor charges a fee for all successful matching of Tutor and Client (“**Commission**”). The Commission is borne by the Tutor and is agreed upon at the point of assignment of lesson. Where such Commission is not indicated at the point of assigning lessons to Tutor, the default amount of Commission charged calculated according to the rate for the first two (2) lessons.

11.2. Following the successful completion of a transaction, Premium House Tutor shall deduct the Commission from the monies paid by the Client to Premium Tutor and remit the balance to the Tutor within 30 days of receipt of funds by Premium House Tutor. Premium House Tutor shall issue receipts or tax invoices for the Commission paid by Client on request.

12. **DISPUTES**

- 12.1. In the event a problem arises in a transaction, the Tutor and Client agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which Premium House Tutor may use reasonable efforts to facilitate. If the matter cannot be resolved by mutual discussions, Users may seek to use other methods to resolve any dispute arising from a transaction.
- 12.2. Each Tutor and Client covenants and agrees that it will not bring suit or otherwise assert any claim against Premium House Tutor or its Affiliates (except where Premium House Tutor or its Affiliates is the Client of the product that the claim relates to) in relation to any transaction made on the Site or any dispute related to such transaction.

13. **DISCLAIMERS**

- 13.1. The services are provided "as is" and without any warranties, claims or representations made by Premium House Tutor of any kind either expressed, implied or statutory with respect to the services, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance or trade usage. Without limiting the foregoing and to the maximum extent permitted by applicable law, Premium House Tutor does not warrant that the services, this site or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this site and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.
- 13.2. You acknowledge that the entire risk arising out of the use or performance of the site and/or the services remains with you to the maximum extent permitted by applicable law.
- 13.3. Premium House Tutor has no control over and, to the maximum extent permitted by applicable law, does not guarantee or accept any responsibility for: (a) the fitness for purpose, existence, quality, safety or legality of the services; or (b) the ability of Tutors to provide the service or of Clients to pay for the services. If there is a dispute involving one or more users, such users agree to resolve such dispute between themselves directly and, to the maximum extent permitted by applicable law, release Premium House Tutor and its Affiliates from any and all claims, demands and damages arising out of or in connection with any such dispute.

14. **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 14.1. To the maximum extent permitted by applicable law, in no event shall Premium House Tutor be liable whether in contract, warranty, tort (including, without limitation, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:
- (i) (a) loss of use; (b) loss of profits; (c) loss of revenues; (d) loss of data; (e) loss of good will; or (f) failure to realise anticipated savings, in each case whether direct or indirect; or
- (ii) any indirect, incidental, special or consequential damages, arising out of or in connection with the use or inability to use this site or the services, including, without limitation, any damages resulting therefrom, even if Premium House Tutor has been advised of the possibility of such damages.
- 14.2. You acknowledge and agree that your only right with respect to any problems or dissatisfaction with the services is to request for termination of your account and/or discontinue any use of the services.

14.3. If, notwithstanding the previous sections, Premium House Tutor is found by a court of competent jurisdiction to be liable (including for gross negligence), then, to the maximum extent permitted by applicable law, its liability to you or to any third party is limited to SGD\$100 (One hundred Singapore Dollars).

15. YOUR CONTRIBUTIONS TO THE SERVICES

15.1. By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to Premium House Tutor. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant Premium House Tutor and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements.

15.2. Any Content, material, information or idea you post on or through the Services, or otherwise transmit to Premium House Tutor by any means (each, a "**Submission**"), is not considered confidential by Premium House Tutor and may be disseminated or used by Premium House Tutor without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, and marketing products. By making a Submission to Premium House Tutor, you acknowledge and agree that Premium House Tutor and/or other third parties may independently develop software, applications, interfaces, products and modifications and enhancements of the same which are identical or similar in function, code or other characteristics to the ideas set out in your Submission. Accordingly, you hereby grant Premium House Tutor and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to develop the items identified above, and to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform any Submission on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works). This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

16. THIRD PARTY CONTRIBUTIONS TO THE SERVICES AND EXTERNAL LINKS

16.1. Each contributor to the Services of data, text, images, sounds, video, software and other Content is solely responsible for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with their Content contribution. As such, Premium House Tutor is not responsible to, and shall not, regularly monitor or check for the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any contribution of Content. You will not hold Premium House Tutor responsible for any User's actions or inactions, including, without limitation, things they post or otherwise make available via the Services.

16.2. In addition, the Services may contain links to third-party products, websites, services and offers. These third-party links, products, websites and services are not owned or controlled by Premium House Tutor. Rather, they are operated by, and are the property of, the respective third parties, and may be protected by applicable copyright or other intellectual property laws and treaties. Premium House Tutor has not reviewed, and assumes no responsibility for the content, functionality, security, services, privacy policies, or other practices of these third parties. You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. By using the Services, you agree that Premium House Tutor shall not be liable in

any manner due to your use of, or inability to use, any website or widget. You further acknowledge and agree that Premium House Tutor may disable your use of, or remove, any third-party links, or applications on the Services to the extent they violate these Terms of Service.

17. YOUR REPRESENTATIONS AND WARRANTIES

17.1. You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms of Service and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms of Service and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

18. FRAUDULENT OR SUSPICIOUS ACTIVITY

18.1. If Premium House Tutor, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect Premium House Tutor, other Tutors or Clients, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- b) We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to Premium House Tutor;
- c) We may refuse to provide the Services to you now and in the future;
- d) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to Premium House Tutor or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

For the purposes of this Section:

"Chargeback" means a request that a Tutor files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

"Claim" means a challenge to a payment that a Tutor or Client files directly with Premium House Tutor.

"Reversal" means the reversal of a payment by Premium House Tutor because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by Premium House Tutor, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated these Terms of Service or any other Premium House Tutor policy, or (e) Premium House Tutor decided a Claim against you.

19. INDEMNITY

19.1. You agree to indemnify, defend and hold harmless Premium House Tutor, and its shareholders, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, any other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) any transaction made on the Site, or any dispute in relation to such transaction (except where Premium House Tutor or its Affiliates is the Client in the transaction that the dispute relates to), (b) the hosting, operation, management and/or administration of the Services by or on behalf of Premium House Tutor, (c) your violation or

breach of any term of these Terms of Service or any policy or guidelines referenced herein, (d) your use or misuse of the Services, (e) your breach of any law or any rights of a third party, or (f) any Content uploaded by you.

20. SEVERABILITY

20.1. If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

21. GOVERNING LAW

21.1. These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms of Service against or relating to Premium House Tutor or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by Singapore Courts and in accordance with the laws of Singapore.

22. GENERAL PROVISIONS

22.1. Premium House Tutor reserves all rights not expressly granted herein.

22.2. Premium House Tutor may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.

22.3. You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

22.4. Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Premium House Tutor, nor does it authorise you to incur any costs or liabilities on Premium House Tutor' behalf.

22.5. The failure of Premium House Tutor at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

22.6. These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity, except for Premium House Tutor' affiliates and subsidiaries (and each of Premium House Tutor' and its affiliates' and subsidiaries' respective successors and assigns).

22.7. The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights, and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any consistent additional terms.

22.8. You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the Singapore Prevention of Corruption Act

and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.

22.9.If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contacts us at: contact@premiumtutors.sg.

23. AGREEMENT

23.1.By using the Services or opening an account, you give your irrevocable acceptance of and consent to the terms of this agreement, including those additional terms and conditions and policies referenced herein and/or linked hereto.

23.2.If you do not agree to these terms, please do not use our Services or access the site.

23.3.If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “**legal age**”), you must get permission from a parent or legal guardian to open an account and that parent or legal guardian must agree to the terms of this agreement. If you do not know whether you have reached the legal age, or do not understand this section, please do not create an account until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is creating an account, you must accept the terms of this agreement on the minor's behalf and you will be responsible for all use of the account or company services using such account, whether such account is currently open or created later.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE “SIGN UP” BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.