

## **WEBSITE TERMS OF USE AND CONDITIONS**

A. Welcome to [www.theopenprimary.sg](http://www.theopenprimary.sg) (hereinafter referred to as the "Website", "The Open Primary", "us", "our" or "we"), owned and operated by First XV Tutorial Centre Pte. Ltd. (hereinafter referred to as "First XV" or "Company"). Our services are offered to "Parent/Parents" (hereinafter referred to as "users" or "You" or "Your") conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of our website constitutes your agreement to all such Terms.

By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Site and Services and all Collective Content, and constitute a binding legal agreement between you and us.

Please read carefully these Terms and our Privacy Policy, which may be found at [www.theopenprimary.sg/privacy-policy](http://www.theopenprimary.sg/privacy-policy), and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

The use of this Website constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears at the bottom of the Website.

This website reserves the right to recover the cost of services, collection charges and lawyer fees from persons using the Site fraudulently. This website reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS

MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS WEBSITE, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THE AGREEMENT ACCEPTANCE FORM, USERS AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS. USAGE OF THIS WEBSITE BY YOU SIGNIFIES YOUR ASSENT TO THE FOLLOWING BINDING AGREEMENT.

If you do not understand any part of the Terms of Use you should seek independent legal advice.

## **1. DEFINITIONS AND INTERPRETATION:**

1.1. Capitalized terms used in these Terms of Use (including the recitals), but not specifically defined herein shall, unless the context requires otherwise, shall have the respective meanings set forth below:

- a) **"Automatic Class Offer Acceptance"** means the acceptance that is applicable without further consultation with a "Fully Committed" user where an "Optimum Match Class" is aggregated by the Website;
- b) **"Best Match Class"** means the report of 8 (eight) Students of the same age as the user's child who are the ones residing the closest to the user (based on postal code data) regardless of their user status – the report is updated with the user's account on a 15 (fifteen) day basis;
- c) **"Campus"** means the Classroom facility in which the Education Services will be delivered;
- d) **"Campus Provider"** means the legal entity that is the legal occupier of premises which house a Classroom intended for the use providing and receiving education services;
- e) **"Campus Provision Services"** means the act of providing marketplace and or listing of premises available use to a Class under a Campus Services Agreement;

- f) **“Campus Services Agreement”** means an agreement between a Private Teacher and a Campus Provider for the legal use of certain premises for the provision and receipt of education services;
- g) **“Class”** means the an aggregated group of up to 9 (nine) Students of the same year of birth that will receive education services together for an academic year if Private teacher is contracted;
- h) **“Class”** or **“Classes”** shall have the meaning given to it in the introduction part of these terms of use;
- i) **“Class Offer”** means the proposition to a Parent by The Open Primary for the Parent to accept to be part of a “best match class” of “Fully Committed” Students;
- j) **“Education Services Agreement”** means the agreement to be entered into between you and the Private Teacher governing the Education Services to be provided upon a Class contracting with the matched Private Teacher;
- k) **“Education Services”** means the educational services consisting of the Standard Education Offering and other additional services as set out in the Education Services Agreement between the Class and the Private Teacher;
- l) **“Fully Committed”** means a user member status who is entitled to receive best match class updates in his/her user account, is also entitled to maintain RedPak account and will automatically accept an Optimum Match Class;
- m) **“Intellectual Property Rights”** means all intellectual and industrial property relating to The Open Primary including the Website, including without limitation, all works in which copyright subsists or may subsist, designs, drawings, industrial designs, technical information, models, specifications, prototypes, patents, applications for patents, trade secrets, confidential information and know-how, trade-marks, tradenames, discoveries and inventions, and integrated circuit topographies;
- n) **“Interested”** means user’s member status that gives the user, for the limited time stated on the website or stated at the point of registration, free access to the same content as available to “Keenly Interested” and “Fully Committed” user ;
- m) **“Keenly Interested”** means a user member status who is entitled to receive best match class updates in his/her user account but has not made the payment or executed the applicable step to become a “Fully Committed” member;
- n) **“Manual Class Offer Acceptance”** means the online acceptance executed by a “Fully Committed” for a “Best Match Class” comprising only “Fully Committed” users but is not and “Optimum Match Class”;
- o) **“Optimum Match Class”** means the aggregation of 9 (nine) Students of the same year of birth whose residential postal codes fall within the same 9 kilometre diameter circle;

- p) **“Private Teacher”** means the independent contractor Education Services provider that has contracted with the Class to provide the Education Services;
- q) **“RedPak”** means the Stored Value Facility held by The Open Primary to be used to pay for the Education Services and that is governed by the RedPak Terms & Conditions;
- r) **“Site Content”** means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;
- s) **“Standard Education Offering/Package”** means list of the Standard Education Services that will be performed by the Private Teacher, a copy of which is available on the Website;
- t) **“Student”** or **“Students”** means primary school age children of the same year of birth children;
- u) **“User Profile”** means a profile on [www.theopenprimary.sg](http://www.theopenprimary.sg) which contains your personal information, including your name, address, phone number and payment details;
- v) **“User Status”** means a user’s registration member status which is one of “Interested”, “Keenly Interest” and “Fully Committed”;
- w) **“Website”** means [www.Theopenprimary.sg](http://www.Theopenprimary.sg) and associated The Open Primary mobile phone applications; and
- x) **“you”**, **“your”** means you as the user of the Website.

1.2. In these Terms of Use, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, sub-clauses, paragraphs, annexures or schedules are references to recitals, clauses, sub-clauses, paragraphs, annexures and schedules of or to these Terms of Use;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Singapore dollars;
- (i) a reference to time refers to local time in Singapore;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because these Terms of Use are prepared by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (o) the word “Parent” is used interchangeably with the word “Student”, with the actual Parent being the registered user of the account on the Website.

## **2. SERVICES:**

2.1 [www.theopenprimary.sg](http://www.theopenprimary.sg) is an online platform through which a parent (hereinafter referred to as “Parent” or “Parents” or “users” or “You” or “Your”) can have their primary school age children aggregated into groups of nine or less, same year of birth children (a “Class”, or “Classes”) for the purpose of matching to and selection of a private teacher (“Private Teacher”) who upon contracting with a Class will deliver education services for an academic year covering the Singapore primary school curriculum that is applicable for the Class year of birth (collectively, the “Services”).

2.2 Where a contract has been executed between a Private Teacher and the Parents of a Class, The Open Primary will invoice annual fee to each Parent on behalf of the Private Teacher and will pay the Private Teacher through eight plus one (8+1) instalments as education services are delivered over four terms. Education services will only commence where all Class student fees have been settled.

2.3 You are prohibited from advertising on the Website.

2.4 THE OPEN PRIMARY IS NOT A PROVIDER OF EDUCATION SERVICES. THE OPEN PRIMARY’S ROLE IS THAT OF A WEBSITE OPERATOR, DATABASE MANAGER, AND A THIRD PARTY ADMINISTRATOR OF CONTRACTS, INVOICING, AND PAYMENTS BETWEEN THE PARENTS AND THE PRIVATE TEACHERS.

### **3. REGISTRATION AND ELIGIBILITY:**

3.1 In order to access our website/services, you shall be required to create a user profile through completion of the Student registration form on the Website and then click on accept the Terms of Use box.

3.2 To be able to accept the Terms of Use or access the Website you must:

- a. be over the age of 18 years; and
- b. be the parent or legal guardian of a child/student between the ages of 5 and 13.

3.3 You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your website account access credentials. We encourage you to use a “strong” password (a password that includes a combination of upper and lower case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.

3.4 You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

3.5 When creating an Account, don't:

- a) Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person's permission;
- b) Use a username that is the name of another person with the intent to impersonate that person;
- c) Use a username that is subject to rights of another person without appropriate authorization; or
- d) Use a username that is offensive, vulgar or obscene or otherwise in bad taste.

3.6 We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe

that your Account is no longer secure, then you must immediately notify us at askus@theopenprimary.sg.

3.7 You may not transfer or sell your website account and User ID to another party.

3.8 One individual can own only one account in his/her name.

3.9 You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our policies as stated in the Agreement and all other policies stated on our website and all other operating rules, policies and procedures that may be published from time to time on the website by Company.

#### **4. USER PROFILE:**

##### **4.1 “Interested” or “Keenly Interested” User:**

You will be required to provide your email address, your Singapore residence postal code and the age of your child/children that you may wish to be assigned to a Class, when you register your account ( for the status of “Interested” or “Keenly Interested”) and create a User Profile.

##### **4.2 Fully Committed User:**

If you should upgrade your status to “Fully Committed”, you will be required to provide additional personal details including your full name, Singapore identity card number, and any other information document as required under the Terms and Conditions of maintaining a RedPak account which you are required to accept as part of your upgrade to Fully Committed.

You will be issued with a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Website by anyone using your username and password and any payments due for the manual Class Offer Acceptance acquired through the Website by anyone using your username and password.

#### **5. ACCESS TO WEBSITE:**

5.1 As a user with a status of “Interested” you will have User Profile based access to the Website for the period advised by The Open Primary at the time of such a user’s registration, during which time you will receive periodical updates of in your account of the best match Class for your postal code.

5.2 As a user with a status of “Keenly Interested” you will have User Profile based access to the Website until you wish to suspend or terminate your account, and during which time you will receive periodical updates in your account of the best match Class for your child/children of primary school going age.

5.3 As a user with a status of “Fully Committed” you will have a User Profile based access time the Website until any time you wish to suspend or terminate your account, and during which time you will receive periodical updates in your account on the best match Class for your child/children of primary school going age.

## **6. FULLY COMMITTED USER/PARENT:**

6.1 A Fully Committed Parent(s) will forfeit her/his commitment deposit should she/he fail to accept the offer of an Optimum Class by failing to pay the Private Teacher fee with 10 (ten) working days of the receipt of the offer.

6.2 On the 15<sup>th</sup> and 30<sup>th</sup> day of each calendar month from 1 July to 31 December in each year, the user account of a registered user will be updated with the best match Class information for the academic year commencing in January of the following year, from which the Parent can act on by upgrading their status, accepting the offer of a wholly Fully Committed users Class with 10 (ten) working days or waiting for the next update.

6.3 Acceptance of a Fully Committed users Class will require the Parent to make payment in full of the full year academic fees payable to the prospective Private Teacher to be contracted by the Parents, of the said Class, to provide education services for the relevant academic year under the Singapore curriculum, through the opening of a RedPak account under the Terms and Conditions to be accepted by each Parent individually.

6.4 Upon acceptance and payment of full year academic fees in to each Class member parent’s RedPak account, The Open Primary will communicate the offer of a Private Teacher Job Offer to all Private Teachers listed in the database. The Private Teacher Job Offer will include the primary school level to be taught and the first 2 (two) digits of the postal codes of each the Class members and also the postal code of the Campus nearest to the Class members. The Open Primary algorithm will then select the best match Private Teacher from all the candidates who apply for the job within the maximum 10 (ten) work day offer period.



6.5 At the time that a Best Match Class is confirmed (education services fees paid and a Private teacher has been matched) each Parent within the Class and the matched Private Teacher will each receive an Education Services Agreement and a Campus Services Agreement via an email communication, for their electronic signature, directly from The Open Primary or an appointed service provider.

6.6 Upon signature of the Education Services Agreement by all 10 (ten) parties, Parents and the Private Teacher, the amounts equivalent to education services fees paid by each Parent into their RedPak account each then become refundable only where the education services contract is terminated prior to the completion date under the terms of the Education Services Agreement and where The Open Primary is unable to match the Class with another Private Teacher having received no less than 10 (ten) working days' notice to find a replacement.

## **7. PAYMENTS:**

7.1 You agree that other than your Website membership registration fees all other payment obligations arising from your use of the Website will be managed through your RedPak account.

7.2 Upon the successful completion of each 4 (four) weeks of education services delivery, an invoice will be issued to you for the Education Services. You agree to the automatic processing of payment of the Education Services through your RedPak account.

7.3 No interest will be payable by The Open Primary to you or the Private Teacher on amounts held in your RedPak account.

7.4 Unless otherwise defined in the Education Services Agreement, the Private Teacher will receive payment for Education Services delivered by way of 10 (ten) equal instalments of the total fees paid by Parents in the Class. An instalment payment will be made to the Private Teacher after every 4 (four) weeks of education services provision by the Private Teacher and the 10<sup>th</sup> (tenth) instalment will be paid together with the 9<sup>th</sup> (ninth) instalment.

7.5 Where the full commitment deposit is not retained as security for any outstanding premises provision dues, the deposit may be retained by The Open Primary for use as the deposit for a new academic year or a Parent may request a refund of the deposit under the Terms and Conditions of a RedPak account.

## **8. CAMPUS PROVISION:**

8.1 The Open Primary also operates the Website as an independent third party facilitator for the Campus Provision Services and provides you with the platform to acquire the Campus Provision Services. The payments for the Campus Provision Services are managed through the Website by way of instalment and deposit payments from your RedPak account.

8.2 The Open Primary is not an agent or broker for you or the Campus Provider. You enter into any transaction with a Campus Provider entirely at your own risk.

8.3 The Open Primary uses its best efforts to maintain a database of Campuses of Campus Providers that meet the minimum qualification criteria. As the Campus Providers act independently, The Open Primary does not make any representations relating to the quality, or description of the Campus Provision Services provided by the Campus Provider. You should refer to the terms and conditions of your Campus Services Agreement for further information.

## **9. EDUCATION SERVICES:**

---

9.1 The Open Primary operates the Website as an independent third party facilitator for the Education Services and provides you with the platform to purchase the Education Services. The Open Primary is not an agent or broker for you or the Private Teacher. You enter into any transaction with a Private Teacher entirely at your own risk.

9.2 The Open Primary uses its best efforts to maintain a database of Private Teachers that meet the minimum qualification criteria. The Open Primary also offers the Website platform for you to acquire the services of a Consultant Principal to perform specific monitoring steps over the performance of the Private Teacher. As the Private Teachers acts as an independent contractor, The Open Primary does not make any representations relating to the quality, or description of the Education Services provided by the Private Teacher. You should refer to the terms and conditions of your Education Services Agreement for further information.

9.3 All Private Teachers are independent contractors and are not employees of The Open Primary.

9.4 All Class aggregations are dependent on the registration of other users.

## **10. TERMINATION:**

---

- 10.1. The Open Primary may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:
- (a) you are no longer authorized to access the Website or use any other The Open Primary services with the email address you used to register with the Website or any other email address you possess;
  - (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms of Use; and
  - (c) all disclaimers by The Open Primary and limitations of The Open Primary's liability set out in the Terms of Use or elsewhere on the Website will survive termination.
- 10.2. You may terminate this agreement by emailing The Open Primary at askus@theopenprimary.sg. The Open Primary will disable your User Profile within 14 (fourteen) days of receipt of the email requesting termination of your User Profile.
- 10.3. Your user account will be suspended when you no longer have a child aged between 5 and 13 years registered on the Website
- 10.4. The Open Primary reserves the right to deduct any outstanding fees and charges owing to The Open Primary and/or the Provide Teacher on your User Profile prior to disabling it.

## **11. USE OF THE WEBSITE:**

- 11.1 You understand and agree that the website merely provides hosting services to its Users.
- 11.2 You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;
- 11.3 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the app or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website. We reserve our right to bar any such activity.
- 11.4 You must not use, or cause this Website to be used, in any way which:
- a) breaches any clause of the Terms of Use;

- b) infringes The Open Primary's or any third party's Intellectual Property Rights;
- c) is fraudulent, illegal or unlawful; or
- d) causes impairment of the availability or accessibility of the Website.

11.5 You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- a) spyware;
- b) computer viruses;
- c) Trojans;
- d) worms;

11.6 We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## **12. GOVERNING LAW:**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

12.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

12.3 In any action or suit to enforce any right or remedy under this agreement or to interpret any provision of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

## **13. DISPUTE RESOLUTION POLICY:**

13.1. The Open Primary will use reasonable endeavours to mediate any dispute concerning the use of the Website.

13.2 Disputes in relation to the Education Services carried out by a Private Teacher or other matched service providers or any other issue will be referred, where appropriate, to the Education Services Agreement and/or the Campus Services Agreement.

#### **14.SECURITY OF PAYMENT:**

We have taken all practical steps from both a technical and systems perspective to ensure that all of your information is well protected. We do not process any transactions by credit card nor do we request your credit card details. The Open Primary is a holder of a Stored Value Facility, the RedPak, which requires acceptance of its Terms of Use before use by you. The Open Primary does not give any warranty or make any representation regarding the strength or effectiveness of any payment gateway you may choose to remit funds to The Open Primary in place of by bank transfer, and is not responsible for events arising from unauthorised access to your information. See the Privacy Code for further detail.

#### **15.PRIVACY CODE:**

- 15.1. The Open Primary collects and stores the information you enter into the User Profile. The personal information collected by The Open Primary will be maintained in accordance with our Privacy Code available on the Website.
- 15.2. You agree and consent to The Open Primary disclosing your information, including your name, address and phone number to the Private Teacher at the execution of the Education Services Agreement and or the Campus Services Agreement between the Private Teacher and the Campus Provider to help the Private Teacher perform obligations under the Education Services Agreement and Campus Services Agreement.

#### **16.INTELLECTUAL PROPERTY:**

- 16.1. The Site Content is protected by copyright and The Open Primary reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website.
- 16.2. By accepting the Terms of Use, you are granted a non-exclusive licence to:
  - (a) view the Website;
  - (b) print pages from the Website in its original form; and
  - (c) download any material from the Website for caching purposes only.
- 16.3. You must not, without The Open Primary's prior written consent which may be withheld at its absolute discretion:
  - (a) copy, republish, reproduce, duplicate or extract Site Content;
  - (b) redistribute, sell, rent or licence any Site Content; or
  - (c) edit, modify or vary the Site Content.

## **17. INDEMNITY AND LIABILITY :**

- 17.1 You agree to indemnify First XV Tutorial Centre Pte. Ltd., and The Open Primary, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which The Open Primary may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of any express or implied terms in this Terms of Use.
- 17.2 You agree to indemnify, defend and hold harmless First XV Tutorial Centre Pte. Ltd., its founders, directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of the Website and/or Services or your breach of the Terms of Use.
- 17.3 To the extent permitted by law, we will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website provided however that if we are found to be liable by a court of competent jurisdiction, you agree that our liability will be limited to the amount of our fees from the Education Services fees that are payable or have been paid by you.
- 17.4 To the extent permitted by law, The Open Primary will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) Education Services provided however that if we are found to be liable by a court of competent jurisdiction, you agree that our liability will be limited to the amount of our fees, from the Education Services fees that are payable or have been paid by you.
- 17.5 You acknowledge and agree that some of the Website content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that The Open Primary does not accept any liability for the accuracy of such information or your reliance on the same. The Website content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).
- 17.6 By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

## **18. WARRANTIES AND REPRESENTATIONS:**

18.1. The use of this Website is at your own risk. The Website content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.

18.2. None of First XV Tutorial Centre Pte. Ltd., its affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or the Website.

## **19. GENERAL PROVISIONS:**

19.1. Any provision of, or the application of any provision of these Terms of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

19.2. Any provision of, or the application of any provision of these Terms of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of the Terms of Use in that or any other jurisdiction.

19.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms of Use.

19.4 A person who is not a party to this Terms of Use has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of this Terms of Use.

## **20. ASSIGNMENT:**

You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law, merger, or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

## **21. NOTICE; VIOLATIONS:**

21.1 We may give notice to you by email, a posting on the website, or other reasonable means. You must give notice to us in writing via email to [askus@theopenprimary.sg](mailto:askus@theopenprimary.sg) or as otherwise expressly provided.

21.2 Please report any violations of these Terms of Use to [askus@theopenprimary.sg](mailto:askus@theopenprimary.sg).

## **22. LINKS TO THIRD PARTY SITES:**

22.1 Links to third party Websites on this site are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third party Websites and do not control and are not responsible for any of these Websites or their content. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to this site, you do this entirely at your own risks.

22.2 You acknowledge that any hyperlinks or other website redirection tools that take you to websites operated by third parties that appear on the Website are not controlled by The Open Primary and do not form part of the Website. You agree that you will not hold The Open Primary liable for, or in any way accountable for anything that occurs on the websites operated by third parties should you be redirected to any.

## **23. DISCLAIMERS:**

23.1 The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

23.2 The Site provides content from other Internet sites or resources and while our website tries to ensure that material included on the Site is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- Your use of or your inability to use our Website, Services and tools;
- Delays or disruptions in our Website, Services, or tools;
- Viruses or other malicious software obtained by accessing our Website, Services, or tools or any site, Services, or tool linked to our Website, Services, or tools;
- Glitches, bugs, errors, or inaccuracies of any kind in our Website, Services, and tools or in the information and graphics obtained from them.



23.3 Your use of the Website may be subject to interruption or delay from time to time. Due to the nature of the Internet and electronic communications, we (and our service providers) do not warrant that the Website will be error free, or will operate without interruption or delay, or free from defects. You acknowledge and agree that we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of any such error, interruption, delay, or defect.

#### **24. FORCE MAJEURE:**

24.1 We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of god;
- (b) natural disasters;
- (c) sabotage;
- (d) accident;
- (e) riot;
- (f) shortage of supplies, equipment, and materials;
- (g) strikes and lockouts;
- (h) civil unrest;
- (i) Computer hacking; or
- (j) malicious damage.

#### **25. ENTIRE AGREEMENT:**

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

#### **26. CONTACT US:**

For any further clarification of our Terms and Conditions, please write to us at [askus@theopenprimary.com](mailto:askus@theopenprimary.com).