

TERMS OF USE AND SALE

("Terms")

Your attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. About us

1.1 Company details. QNACE PTE. LTD. (company number 202130810R ("Q&Ace", "we" and "us")) is a company registered in Singapore and our registered office is at 22 SIN MING LANE, #06-76, MIDVIEW CITY, SINGAPORE 573969.

2. Our contract with you

2.1 Our contract. These terms and conditions under the Terms of Use and Sale apply to you so long as you access Q&Ace's website, register for a Q&Ace Subscription and / or utilise Q&Ace Subscription Services and Products, whereupon the Terms shall constitute the agreement between us. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 Entire agreement. The Terms is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Terms.

2.3 Q&Ace shall have the sole discretion to modify the Terms without your prior consent, permission or agreement and without providing notice to you. The duty is on you to periodically check the Terms and keep up to date on the Terms. Your use and continued use of the Q&Ace website, Subscription Services and Products shall constitute your agreement to the Terms and any updated versions. If you disagree to the Terms or any modifications, you shall not access and utilise Q&Ace website, Subscription Services and Products.

2.4 Where the registration for Subscription to the Subscription Services is for your minor child, or a child for whom you are legal guardian (a "**Minor**") then you, as the child's parent or legal guardian shall be a party to the Terms on behalf of the Minor. All consents sought and given shall be deemed to be given on behalf of the Minor. Where you have agreed to allow the Minor to access and use the Subscription Services, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Subscription Services; and (c) the consequences of any use of the Subscription Services by such Minor.

2.5 Where you have registered for a Subscription for the Subscription Services during a promotional or introductory free trial period, the Terms shall also apply. If you do not agree to the Terms, you shall immediately cease to access and utilise the Subscription Services. Your use of the Subscription Services during any Trial shall constitute your deemed acceptance of the Terms.

2.6 Definitions.

a. "Subscription" shall mean a subscription in order to access and utilise the Subscription Services

b. "Subscription Services" shall mean Q&Ace's on-demand access to the Q&Ace Product upon a successful registration and Subscription. A Subscription Service may include limited free trial subscriptions for promotional or introduction purposes or otherwise.

c. "User" shall mean any authorised individual who accesses and / or utilises the Subscription Services including a parent and legal guardian.

d. "Product" shall mean the Q&Ace online platform accessible through a web browser (i) where users can access an online question bank and digital assessment book containing written and / or pre-recorded video explanations of answers and (ii) which also provides analytics and insights to parents / legal guardians on a student's performance.

3. Q&Ace subscription and its acceptance

3.1 To Register. To use Q&Ace's Subscription Services and Products, it is necessary to register to create an account and pay for a Subscription. Your registration for a Subscription and the Subscription Services will be governed by the Terms.

To register and create an account, the following information is required: grade the student is in, full name of parent / guardian, email address, phone number, user defined username and password.

Information collected about you is subject to Q&Ace's Privacy Policy.

Each registration for a subscription with Q&Ace is an offer by you to purchase the Subscription Services which shall be governed by the Terms.

Our acceptance of your offer shall be by sending you the Subscription Confirmation. Until a Subscription Confirmation is sent by us, no contract exists between us in relation to any Subscription Services and you shall have no rights to access and utilise the Subscription Services and we shall have no obligations to you in relation to the same.

You are solely responsible for protecting the confidentiality of your log in details and password. As you are responsible for private access to your account it means that any activity under the account will be deemed to have been done by you.

In the event you provide us with false/inaccurate details or Q&Ace has any reason to believe that you furnished false, inaccurate, or misleading information, we shall have the right to suspend and / or terminate your Subscription.

3.2 Correcting input errors. The registration process allows you to check and amend any errors before confirming your Subscription with us. Please check the registration and / or subscription form carefully before confirming it. You are responsible for ensuring that your registrations complete and accurate. We may use these details to communicate with you in relation to your Subscription Services.

3.3 Acknowledging receipt of your registration. After you register, you will receive an email from us acknowledging that we have received your registration for a Subscription, but please note that this does not mean that your registration has been accepted. Our acceptance of your order will take place as described in clause 0.

3.4 Accepting your registration. Our acceptance of your registration and Subscription takes place when we send an email to you confirming a successful registration ("**Subscription Confirmation**"), at which point and on which date a separate contract between us will come into existence relating to the Subscription Services and your use of the Product, which shall be governed by the Terms. A Subscription is required for all paid, trial and free use of the Q&Ace Subscription Services and Product. All paid, trial and free use of the Q&Ace Subscriptions Services and Product shall be subject to the Terms.

3.5 If we cannot accept your registration. If you have already paid for the Services, we will refund you the full amount.

3.6 You agree that Q&Ace may create an account on your behalf and access the account for the purposes of, but not limited to, teaching you how to use the Subscription Services and/or troubleshooting any technical problems that might be encountered in the Subscription Services.

4. Cancelling your subscription and obtaining a refund

4.1 You may cancel your Subscription and receive a refund if you notify us via an email sent to info@qnace.ai within 3 calendar days of your receipt of the Subscription Confirmation. Please include details of your subscription to help us to identify it. We will process the refund in accordance with the method you used for payment.

4.2 You may cancel your Subscription at any time outside the 3-day window. If you do so, no refund will be provided. You may continue using Q&Ace's Subscription Services and Products covered by your Subscription until the expiry of your Subscription period.

4.3 If you cancel your Subscription outside the 3-day window and wish to stop using Q&Ace's Subscription Services and Products, no refund will be provided. If you wish for your account to be terminated, please write to us at info@qnace.ai and we will process your request within 7 days.

5. Our services

5.1 Descriptions and illustrations. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

5.2 Changes to specification. We reserve the right to amend the specification of the Subscription Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Subscription Services.

5.3 Reasonable care and skill. We warrant to you that the Subscription Services will be provided using reasonable care and skill.

6. Your obligations

6.1 It is your responsibility to ensure that:

- a. the details provided in your registration with us are complete and accurate;
- b. you cooperate with us in all matters relating to the Subscription Services;

c. you provide us with such information we may reasonably require in order to supply the Subscription Services, and ensure that such information is complete and accurate in all material respects;

6.2 If our ability to perform the Subscription Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 0 (**Your Default**):

a. we will be entitled to suspend performance of the Subscription Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Subscription Services, in each case to the extent Your Default prevents or delays performance of the Subscription Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 0 (Termination);

b. we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Subscription Services; and

c. it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6.3 If you are a minor, you may use the Subscription Services and Products under the supervision of a parent or legal guardian who agrees to be bound by the Terms.

7. Services in Singapore only

7.1 Unfortunately, we are unable to provide the Subscription Services outside of Singapore

7.2 You may register for a Subscription from an address outside Singapore, but use of the Subscription Services shall be within Singapore.

8. Charges

8.1 In consideration of us providing the Subscription Services you must pay our charges (**Charges**) in accordance with this clause 0.

8.2 The Charges are the prices quoted on our site at the time you submit your order.

8.3 We use our best efforts to ensure that the prices stated for the Subscription Services are correct at the time when the relevant information was entered into the system. However, please see clause 0 for what happens if we discover an error in the price of the Subscription Services you ordered.

8.4 Our Charges may change from time to time, but changes will not affect any order you have already placed.

8.5 Our Charges are exclusive of GST. Where GST is payable in respect of some or all of the Subscription Services you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the Charges.

8.6 It is always possible that, despite our reasonable efforts, some of the Subscription Services on our site may be incorrectly priced. Where the correct price for the Subscription Services is less than the price stated on our site, we will charge the lower amount and if the correct price for the Subscription Services is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Subscription Services at the correct price or cancelling your Subscription. We will not process your Subscription until we have your instructions. If we are unable to contact you using the contact details you provided during the registration process, we will treat the Subscription as cancelled and notify you in writing. However, if we mistakenly accept and process your registration and Subscription where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Subscription Services and refund you any sums you have paid.

9. How to pay

9.1 Payment for the Subscription Services is in advance.

9.2 We will accept payment for Subscription Services by debit card or credit card only.

9.3 Q&Ace uses Stripe, Inc. ("Stripe") and its affiliates as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By submitting payment to Q&Ace, you agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/en-gb-sg/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/legal/spc>) and hereby consent and authorize Q&Ace and Stripe to share any information and payment instructions you provide to the extent required to ensure successful transaction and payment for the Subscription Services.

10. Intellectual property rights

10.1 All intellectual property rights in or arising out of or in connection with Q&Ace's website, Subscription Services and Products will be owned by us.

All content published on Q&Ace's website, Subscription Services and Products is owned by Q&Ace. It shall not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company

10.2 You must obtain prior written permission for the copying, reproducing, recording, republication or redistribution of any content, including by framing or similar means except where permitted under applicable Terms. If you would like permission to use any content published on this website outside the Terms, please contact us via email.

10.3 You shall not directly or indirectly use the Subscription Services or its contents (which is proprietary to the Company) for any resale or commercial use including without limitation preparation of study materials, worksheets, study plans, online lessons, videos. This prohibition includes using it in any private tuition, group tuition or school setting, unless prior written consent is obtained from Q&Ace.

10.4 Any derivative use of the Subscription Services or its contents, such as any downloading or copying of information or any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited.

10.5 You shall not attempt to gain unauthorized access to Q&Ace's website, Subscription Services and Products, or any other systems or networks connected to Q&Ace's website, Subscription Services and Products or to any server, computer, network, or to any of the services offered on or through the Q&Ace's website, Subscription Services and Products, by hacking, 'password mining' or any other illegitimate means.

10.6 You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information through the Apps which:

- a. belongs to another person and to which you do not have any rights to;
- b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in your jurisdiction and the jurisdiction of Singapore in any manner whatsoever;
- c. harms minors in any way;
- d. infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- e. violates any law for the time being in force;
- f. deceives or is misleading about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- g. impersonates another person;
- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i. threatens the unity, integrity, defence, security or sovereignty of Singapore, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or
- j. is misleading or known to be false in any way.

10.7 You agree to indemnify and hold us harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Q&Ace's website, Subscription Services and Products, any claim that your material caused damage to a third party, your violation of the Terms, or your violation of any rights of another, including any intellectual property rights.

10.8 You agree to indemnify us for all damages and losses suffered in the event of any breach of these obligations in relation to intellectual property.

11. How we may use your personal information

11.1 We may collect and use your personal data for any or all of the following purposes:

- a. To perform obligations in the course of or in connection with our provision of the goods and/or services requested by you, including without limitation to provide, operate and administer Q&Ace Subscription Services and Products, or to process applications for Q&Ace Subscription Services and Products, business or financial transactions, and to maintain service quality levels and train staff;
- b. To verify your or the student's identity;
- c. To manage your relationship with us;
- d. To process payment and credit transactions;
- e. To respond to, handle, and process queries, requests, applications, complaints, and feedback from you;
- f. To facilitate and administer the Services enrolled by you, including but not limited to providing you with learning or educational material;
- g. To provide product-related services and support, including the provision of administrative support, technical assistance and customer alerts;
- h. To facilitate operational processes including but not limited to student profile assessments, student management, payment administration and statistical analysis;
- i. To maintain accurate client information and enable customised experiences that meet your / your child's preferences and needs;
- j. To manage Q&Ace's relationship with you, which may include providing information on Q&Ace's products and services, where specifically consented to or where permissible under applicable laws and regulations;
- k. Sending you marketing information about our services and notifying you of our marketing events, initiatives and promotions;
- l. For the purposes of sending promotional and marketing material distributed by Q&Ace whether online or offline, including but not limited to posts on social media, print or electronic copies of newsletters and brochures, promotional video advertisements and print advertisements;
- m. To facilitate product development and service refinements via customer feedback, data analysis and market research;
- n. To perform internal management, to operate management information systems, to carry out and enable internal and external audits;
- o. To monitor and record calls and electronic communications with clients for record-keeping, quality control, training and case investigations;
- p. To enforce or defend the rights of Q&Ace, its employees, officers and directors;
- q. To comply with any applicable laws, regulations, codes of practice, guidelines, or rules or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- r. Any other purposes for which you have provided the information;
- s. Transmitting to any unaffiliated third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
- t. Any other incidental business purpose related to or in connection with the above.

11.2 We will process your personal information in accordance with our privacy policy (accessible here: <http://www.qnace.ai/privacy-policy>), the terms of which are incorporated into this Terms.

12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in the Terms limits any liability which cannot legally be limited.

12.2 Subject to clause 0, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Terms and / or your Subscription for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of use or corruption of software, data or information;
- f. loss of or damage to goodwill; and
- g. any indirect or consequential loss.

12.3 Subject to clause 0, our total liability to you arising under or in connection with the Terms and / or your Subscription, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 50% of the total Charges paid under the Subscription or \$1,000, whichever is lower. In the event that you are on a promotional or introductory trial or granted rights to access the Subscription Services and / or Q&Ace Product free of cost or a Subscription is not relevant or inapplicable, this amount shall be S\$100.

12.4 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 30 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.5 This clause 0 will survive termination of the Contract.

13. Termination, consequences of termination and survival

13.1 Termination. Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- a. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- b. you fail to pay any amount due under the Contract on the due date for payment;
- c. you have bankruptcy proceedings commenced against you, you file a petition for bankruptcy or you are adjudged a bankrupt;
- d. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect for no reason or cause and without any further liability to you by giving at last 14 days' prior written notice to you.

13.2 Consequences of termination

- a. On termination of the Contract you must cease to use the Services and shall not retain any copies of any material you had accessed during the Contract.
- b. Termination of the Contract will not affect our rights and remedies that have accrued as at termination.

13.3 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- a. we will contact you as soon as reasonably possible to notify you; and
- b. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel please note that we will not be able to provide any refunds.

15. Communications between us

15.1 When we refer to "in writing" in the Terms, this includes email.

15.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and sent via email.

15.3 A notice or other communication by such email is deemed to have been received at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee without any transmission error message.

15.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

16. Third Party Information

16.1 Q&Ace's website, Subscription Services and Products may host information provided by third parties as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("**Third Party Content**"). We are in no manner responsible to you for the accuracy, legitimacy and trueness of such. We take reasonable care to ensure such accuracy but we are not responsible for the information so furnished. Q&Ace disclaims all liability in relation to the foregoing.

17. Third Party Website

18. Q&Ace's website, Subscription Services and Products may contain links to other websites that are not owned or controlled by Q&Ace ("**Third Party Sites**"). We are not responsible for any Third Party Sites accessed through Q&Ace's website, Subscription Services and Products. Third Party Sites are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate. Q&Ace disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of third-party websites.

19. General

19.1 Assignment and transfer

a. We may assign or transfer our rights and obligations under the Contract to another entity without any further reference to you;

b. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

19.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

19.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

19.4 Severance. Each paragraph of the Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 Third party rights. The Terms is between you and us. No other person has any rights to enforce any of its terms.

19.6 Governing law and jurisdiction. The Terms is governed by Singapore law and we each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the Singapore courts.

19.7 Contacting us. If you have any questions about the Terms, you may email us at info@qnace.ai.