

# Terms and Conditions

This terms and conditions apply to the use by you of the Our Learning Space Site (as defined below) and any other subscription product or service offered for sale by Our Learning Space.

## 1. Definitions.

The "Our Learning Space Site", herein called the Site, shall mean all areas and any subscription or other paid products and services offered or available on the interactive online service operated by Our Learning Space. The Site consists of information services and content provided by Our Learning Space and third parties. The term "Community Areas" means the bulletin boards, classified ads, chat rooms and other user participatory areas on the Site.

## 2. General.

We shall have the right at any time to change or discontinue any aspect or feature of the Site including, but not limited to, the Community Areas, content, hours of availability, and equipment needed for access or use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to, posting on the Community Areas a revised version of this Agreement or notification by electronic mail. Any use by you of the Community Areas after such notice shall conclusively be deemed to be acceptance by you of such changes, modifications, additions or deletions. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

## 3. Use of the Site and the Community Areas.

### A. The Community

Areas shall be used for lawful purposes only. No material shall be posted on or transmitted through the Community Areas which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law. No conduct shall be undertaken that, in our judgment, restricts or inhibits any other user from using or enjoying the Community Areas. Advertising or commercial solicitation may be posted on or transmitted through the Community Areas but only with our express prior approval and only if the advertising or commercial solicitation complies with all conditions imposed by us.

#### B. The Site

and the Community Areas contain copyrighted material, trademarks and other proprietary information including text, software, photos, video, graphics, music and sound, and the entire contents of the Site are copyrighted as a collective work under the Republic of Singapore copyright laws. We are the owner of the copyright in the entire Site. We own a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Each third party content provider owns the copyright in content original to it. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit the content of the Site or any portion of it. Except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the Site without the express permission of Our Learning Space and the copyright owner. In the event of any permitted copying, redistribution or publication of material from the Site, no changes in or deletion of author attribution, trademark, and legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

#### C. You shall

not upload, post or otherwise make available on the Community Areas any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. You are responsible for determining that such material is not protected by copyright, trademark or other proprietary right. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from any uploading, posting or submission.

#### D. You hereby

grant to Our Learning Space worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any message posted in the Community Areas and/or any e-mail sent by you to us (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or later developed.

#### E. You may

not (i) select or use a member name or e-mail address of another person with the intention of impersonating that person; (ii) use a member name or e-mail address of anyone else without authorization; (iii) use a member name in violation of the intellectual property rights of any person; or (iv) use a member name that we consider to be offensive.

F. You shall

provide Our Learning Space with accurate, complete and updated information provided by you at the time of registration.

G. The Site

contains links to other web sites, resources and advertisers. Our Learning Space is not responsible for the availability of these external sites nor does it endorse or is it responsible for the contents, advertising, products or other materials made available on or through such external sites. Under no circumstances shall Our Learning Space be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external site. You should direct any concerns to such external site's administrator or webmaster.

H. You shall

be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and Community Areas and all charges related thereto.

I. The

foregoing provisions of this Section 3 are for the benefit of Our Learning Space, its affiliates, third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly on its own behalf.

J. Our

Learning Space has carefully designed the Site with the purpose of delivering certain content to users in a particular format and with a particular appearance. No third party shall have the right to utilize the content of the Site in any way that interferes with that purpose. In particular, we prohibit any party from displaying the content on the Site in any format where third party advertising or other materials that we did not authorize are viewed or viewable together with our proprietary content.

4. Monitoring.

Our Learning

Space shall have the right, but not the obligation, to monitor the content of the Community Areas to determine compliance with this Agreement and any other operating rules that may be established by us from time to time. We shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Community Areas. Without limiting the foregoing, we shall have the right, but not the obligation, to remove any material that Our Learning

Space, in its sole discretion, finds to be in violation of the provisions hereof, otherwise objectionable or stale. Notwithstanding this right of Our Learning Space, users shall remain solely responsible for the content of their messages. You acknowledge and agree that neither Our Learning Space nor any of its affiliates shall assume or have any liability for any action or inaction by us with respect to any conduct within the Community Areas or any communication or posting on the Community Areas.

## 5. Disclaimer of Warranty; Limitation of Liability

### A. YOU

EXPRESSLY AGREE THAT USE OF THE COMMUNITY AREAS AND THE SITE IS AT YOUR SOLE RISK. NEITHER OUR LEARNING SPACE, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR PRODUCTS PROVIDED THROUGH THE SITE OR THE COMMUNITY AREAS.

B. THE SITE AND THE COMMUNITY AREAS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

### C. THE DISCLAIMERS

OF LIABILITY CONTAINED IN THIS SECTION 5 APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT OUR LEARNING SPACE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

### D. IN NO

EVENT WILL OUR LEARNING SPACE OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR OUT OF THE BREACH OF ANY WARRANTY. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION 5 SHALL APPLY TO ALL CONTENT ON THE SITE AND/OR THE COMMUNITY AREAS. OUR LEARNING SPACE'S LIABILITY TO USERS, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO OUR LEARNING SPACE.

E. OUR

LEARNING SPACE NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE SITE, NOR FOR ANY OFFENSIVE, DEFAMATORY OR OBSCENE POSTING MADE ON THE COMMUNITY AREAS BY ANYONE OTHER THAN AUTHORIZED OUR LEARNING SPACE EMPLOYEE SPOKESPERSONS WHILE ACTING IN THEIR OFFICIAL CAPACITIES. UNDER NO CIRCUMSTANCES WILL OUR LEARNING SPACE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH EITHER THE CONTENT ON THE SITE AND/OR ANY POSTINGS ON THE COMMUNITY AREAS. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE AND/OR THE COMMUNITY AREAS. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT, INCLUDING BUT NOT LIMITED TO FINANCIAL, HEALTH, OR LIFESTYLE INFORMATION, OPINION, ADVICE OR OTHER CONTENT.

F. OUR

LEARNING SPACE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCTS OR SERVICES OFFERED THROUGH THE SITE AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN USERS AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. OUR LEARNING SPACE MAKES PRODUCTS OR SERVICES AVAILABLE ON THE SITE WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

G. PRIOR TO

THE EXECUTION OF A PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT, YOU ARE ADVISED TO CONSULT WITH YOUR BROKER OR OTHER FINANCIAL ADVISOR TO VERIFY PRICING AND OTHER INFORMATION. NEITHER OUR LEARNING SPACE NOR ITS THIRD PARTY CONTENT PROVIDERS SHALL HAVE ANY LIABILITY FOR INVESTMENT DECISIONS BASED UPON, OR THE RESULTS OBTAINED FROM, THE CONTENT PROVIDED HEREIN. NEITHER OUR LEARNING SPACE NOR ITS THIRD PARTY CONTENT PROVIDERS GUARANTEE OR WARRANT THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY SUCH INFORMATION. NOTHING CONTAINED IN THE SITE SHALL BE CONSTRUED AS INVESTMENT ADVICE. OUR LEARNING SPACE IS NOT A REGISTERED BROKER-DEALER OR INVESTMENT ADVISOR AND DOES NOT GIVE INVESTMENT ADVICE OR RECOMMEND ONE PRODUCT OVER ANOTHER.

## 6. Indemnification.

You agree to defend, indemnify and hold harmless Our Learning Space, its affiliates and their respective owners, directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use by you of the Site and/or the Community Areas.

## 7. Termination.

Our Learning Space shall have the right to immediately terminate this Agreement with respect to any user which Our Learning Space, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. The provisions of Sections 5, 6, 7, 8 and 10 shall survive termination of this Agreement.

## 8. Trademarks.

All trademarks appearing on the Site are the property of their respective owners, including, in some instances, Our Learning Space.

## 9. Subscription Services; Products.

(a) Subscription Services. Our Learning Space makes available to users certain online subscription services and other paid services and products. The following terms and conditions shall apply in the event that you subscribe to any subscription service or services offered by Our Learning Space on the Site (the "Subscription"):

A. Subscription Terms. The Subscription will continue until Our Learning Space receives notification of termination from you as described in subsection C below. You authorize Our Learning Space to charge to the credit card account designated during the registration process the current fees and charges for each term according to the subscription plan chosen by you. If you subscribed for a term of one (1) year or more, you will be notified by Our Learning Space before the account designated by you is charged after the first term. You are

responsible for any charges associated to connecting to the Site, including but not limited to, any telephone line charges or any Internet access provider charges. You shall provide Our Learning Space with accurate, complete and updated information as to your name and e-mail address and credit card account information provided by you at registration. Failure to do so shall constitute a breach of this Agreement.

#### B. Changed

Terms. Our Learning Space shall have the right at any time to impose, change or modify its fees and billing methods, or other terms and conditions applicable to your use of the Subscription or to impose new terms and conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Site a revised version of this Agreement or notification by electronic mail. If any such change is unacceptable to you, you may terminate your Subscription as provided in subsection C below. Any use of the Subscription by you after such notice shall conclusively be deemed to constitute acceptance by you of such changes, modifications, additions or deletions. You agree to review the terms and conditions periodically to be aware of such revisions. You may also be subject to additional terms and conditions imposed by third party content providers in connection with third party content, software or services.

#### C.

Termination. Either you or Our Learning Space may terminate this Agreement at any time. Your only right with respect to any dissatisfaction with (i) any terms and conditions of this Agreement, or policy or practice of Our Learning Space in operating the Site and/or the Community Areas, (ii) content available through the Subscription or change therein, or (iii) amount or type of fees or billing methods, or change therein, is to terminate this Agreement by sending notice by e-mail sent to our Help Form. Notice of termination will be effective upon receipt by Our Learning Space. Without limiting the foregoing, Our Learning Space shall have the right to immediately terminate this Agreement with respect to any user which Our Learning Space, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. In the event that your account is terminated or canceled, no refund of any fees, including monthly membership fee, will be granted. The provisions of Sections 5, 6, 7, 8 and this Section 10 shall survive termination of this Agreement. Fees paid for any Subscription are paid in advance and are not refundable in whole or in part, provided, however, that in the event of termination by Our Learning Space for any reason other than breach of this Agreement by you or termination by you in accordance with this subsection C of this Agreement in which you identify the termination as resulting from changed terms, we shall make a pro rata refund to you.

#### (b) Products and

Other Services. With respect to products and services offered for sale by Our Learning Space and third parties or through the Site: you shall be informed of all terms of the offer, including but not limited to pricing, methods of payment, shipping and handling, credit card information, sales tax, return and refund policies and applicable privacy policies on the screen where you make the purchase.

## 10. Miscellaneous.

This Agreement and any operating rules for the Site and the Community Areas established by Our Learning Space constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Republic of Singapore , without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal impo