



# Terms of Use

## 1. Relationship with PAL Learning

1.1 Your use of PAL Learning products, software, services and web sites (referred to collectively as the “Services” in this document and excluding any services provided to you by PAL Learning under a separate written agreement, such as [education franchising](#)) is subject to the terms of a legal agreement between you and PAL Learning. “PAL Learning” means PAL Learning Pte Ltd., whose principal place of business is at 55A Serangoon Garden Way, Singapore 555951. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with PAL Learning, your agreement with PAL Learning will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Universal Terms”.

1.3 Your agreement with PAL Learning will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and PAL Learning in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

## 2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

- (a) clicking to accept or agree to the Terms, where this option is made available to you by PAL Learning in the user interface for any Service; or
- (b) by actually using the Services. In this case, you understand and agree that PAL Learning will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with PAL Learning, or (b) you are a person barred from receiving the Services under the laws of Singapore or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print or save a local copy of the Universal Terms for your records.



### 3. Provision of the Services by PAL Learning

3.1 PAL Learning has subsidiaries and affiliates which are legal entities around the world (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of PAL Learning itself. You acknowledge and agree that our Subsidiaries and Affiliates will be entitled to provide the Services to you.

3.2 PAL Learning is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which PAL Learning provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that PAL Learning may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at PAL Learning’s sole discretion, without prior notice to you.

3.4 You acknowledge and agree that if PAL Learning disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

### 4. Use of the Services by you

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to PAL Learning will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Singapore or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by PAL Learning, unless you have been specifically allowed to do so in a separate agreement with PAL Learning. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5 Unless you have been specifically permitted to do so in a separate agreement with PAL Learning, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6 You agree that you are solely responsible for (and that PAL Learning has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which PAL Learning may suffer) of any such breach.



## 5. Your passwords and account security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to PAL Learning for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify PAL Learning immediately.

## 6. Privacy and your personal information

6.1 For information about PAL Learning data protection practices, please read PAL Learning's privacy policy. This policy explains how PAL Learning treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with PAL Learning privacy policies.

## 7. Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

7.2 You should be aware that Content presented to you as part of the Services are owned by PAL Learning and its content partners. You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by PAL Learning or by the owners of that Content, in a separate agreement.

7.3 PAL Learning reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Content from any Service. For some of the Services, PAL Learning may provide tools to filter out explicit sexual content. These tools include the SafeSearch preference settings. In addition, there are commercially available services and software to limit access to material that you may find objectionable.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent, or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that PAL Learning has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which PAL Learning may suffer) by doing so.



## 8. Proprietary rights

8.1 You acknowledge and agree that PAL Learning (or PAL Learning's licensors) own all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by PAL Learning and that you shall not disclose such information without PAL Learning's prior written consent.

8.2 Unless you have agreed otherwise in writing with PAL Learning, nothing in the Terms gives you a right to use any of PAL Learning' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

8.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with PAL Learning, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and PAL Learning' brand feature use guidelines as updated from time to time.

8.4 Other than the limited license set forth in Section 10, PAL Learning acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with PAL Learning, you agree that you are responsible for protecting and enforcing those rights and that PAL Learning has no obligation to do so on your behalf.

8.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

8.6 Unless you have been expressly authorized to do so in writing by PAL Learning, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## 9. Licence from PAL Learning

9.1 PAL Learning gives you a personal, worldwide, non-assignable and non-exclusive licence to use the software provided to you by PAL Learning as part of the Services as provided to you by PAL Learning (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by PAL Learning, in the manner permitted by the Terms.

9.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by PAL Learning, in writing.

9.3 Unless PAL Learning has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.



## 10. Content licence from you

10.1 You retain copyright and any other rights you already hold in Content which you submit, post, or display on or through, the Services. By submitting, posting, or displaying the content you give PAL Learning a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling PAL Learning to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

10.2 You agree that this licence includes a right for PAL Learning to make such Content available to other companies, organizations, or individuals with whom PAL Learning has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

10.3 You understand that PAL Learning, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit PAL Learning to take these actions.

10.4 You confirm and warrant to PAL Learning that you have all the rights, power, and authority necessary to grant the above licence.

## 11. Software updates

11.1 The Software which you use may automatically download and install updates from time to time from PAL Learning. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit PAL Learning to deliver these to you) as part of your use of the Services.

## 12. Ending your relationship with PAL Learning

12.1 The Terms will continue to apply until terminated by either you or PAL Learning as set out below.

12.2 If you want to terminate your legal agreement with PAL Learning, you may do so by (a) notifying PAL Learning at any time and (b) closing your accounts for all of the Services which you use, where PAL Learning has made this option available to you. Your notice should be sent, in writing, to PAL Learning's address which is set out at the beginning of these Terms.

12.3 PAL Learning may at any time, terminate its legal agreement with you if:

- (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- (b) PAL Learning is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (c) the partner with whom PAL Learning offered the Services to you has terminated its relationship with PAL Learning or ceased to offer the Services to you; or
- (d) PAL Learning is transitioning to no longer providing the Services to users in the country



in which you are resident or from which you use the service; or  
(e) the provision of the Services to you by PAL Learning is, in PAL Learning' opinion, no longer commercially viable.

12.4 Nothing in this Section shall affect PAL Learning' rights regarding provision of Services under Section 3 of the Terms.

12.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and PAL Learning have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## 13. EXCLUSION OF WARRANTIES

13.1 Nothing in these terms, including Sections 13 and 14, shall exclude or limit PAL Learning's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

13.2 You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

13.3 In particular, PAL Learning, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

- (a) your use of the services will meet your requirements,
- (b) your use of the services will be uninterrupted, timely, secure or free from error,
- (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and
- (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

13.4 Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

13.5 No advice or information, whether oral or written, obtained by you from PAL Learning or through or from the services shall create any warranty not expressly stated in the terms.

13.6 PAL Learning further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## 14. Limitation of liability

14.1 Subject to overall provision in paragraph 13.1 above, you expressly understand and agree that PAL Learning, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

- (a) any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but



not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

(b) any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

(i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;

(ii) any changes which pal learning may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);

(iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;

(iv) your failure to provide pal learning with accurate account information;

(v) your failure to keep your password or account details secure and confidential;

14.2 The limitations on PAL Learning liability to you in paragraph 14.1 above shall apply whether PAL Learning has been advised of or should have been aware of the possibility of any such losses arising.

## 15. Copyright and trademark policies

15.1 It is PAL Learning' policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law and to terminating the accounts of repeat infringers.

## 16. Other content

16.1 The Services may include hyperlinks to other web sites or content or resources. PAL Learning may have no control over any web sites or resources which are provided by companies or persons other than PAL Learning.

16.2 You acknowledge and agree that PAL Learning is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that PAL Learning is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.



## 17. Changes to the Terms

17.1 PAL Learning may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, PAL Learning will make a new copy of the Universal Terms, and any new Additional Terms will be made available to you from within, or through, the affected Services.

17.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, PAL Learning will treat your use as acceptance of the updated Universal Terms or Additional Terms.

## 18. General legal terms

18.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of content, or purchase goods, which are provided by another person or company. Your use of these other services, content or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

18.2 The Terms constitute the whole legal agreement between you and PAL Learning and govern your use of the Services (but excluding any services which PAL Learning may provide to you under a separate written agreement), and completely replace any prior agreements between you and PAL Learning in relation to the Services.

18.3 You agree that PAL Learning may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

18.4 You agree that if PAL Learning does not exercise or enforce any legal right or remedy which is contained in the Terms (or which PAL Learning has the benefit of under any applicable law), this will not be taken to be a formal waiver of PAL Learning' rights and that those rights or remedies will still be available to PAL Learning.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.6 You acknowledge and agree that each member of the group of companies of which PAL Learning is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

18.7 The Terms, and your relationship with PAL Learning under the Terms, shall be governed by the laws of Singapore without regard to its conflict of law's provisions. You and PAL Learning agree to submit to the exclusive jurisdiction of the courts located within Singapore, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that PAL Learning shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.