

## TERMS OF SERVICE

### I. INTRODUCTION

1. The terms of service (“**Terms**”) herein shall govern the use of the website <https://www.preplab.sg/>, or the “PrepLab: Exam Practice” mobile application, or any other products or services (collectively the “**Products**”) offered by Nth Labs LLP and its affiliates or related entities (“**we**”, “**us**”, or “**our**”) by the end user or the legal guardian or parent thereof (“**you**”, “**your**” or “**yourself**”). To avoid doubt, if you are purchasing the Products on behalf of anyone else, the term “you” in these Terms shall mean the person on whose behalf you are purchasing the Products for. For convenience, “we” and “you” shall each be referred to as a “**party**” or collectively, as “**parties**”.
2. By using any of the Products, and being granted our permission to continue using the Products, you hereby unequivocally agree to be bound by these Terms, which may be amended from time to time at our discretion, and any other policies that we may implement from time to time.

### II. YOUR ACCOUNT

3. You are required to register an account (“**Account**”) with us in order to use any of the Products. When you register an account with us, you warrant and represent that:
  - (1) You are at least 18 years’ old. If not, you have otherwise obtained the permission of an authorised adult (for example, a sibling, a parent, guardian, or a teacher) (“**Legal Representative**”) to use and purchase any of the Products for your benefit. Subject to these Terms, the Legal Representative may elect to register an account that is linked to and has the technical capabilities of monitoring the activities of the Account.
  - (2) All information which you provide is true and accurate.

4. You are responsible for all purchases made under your Account. We disclaim any and all duty of care to you to safeguard or otherwise guarantee the security of your Account. We will not be responsible in any way if your Account and/or any information or data stored therein is misappropriated or used by a third party. You continue to use the Account at your own risk.
5. You may only create one Account. You agree not to create multiple Accounts.
6. We reserve the right to treat multiple Accounts set up by or on behalf of the same user, as one. This includes the right to treat the funds held in multiple Accounts as one, including to debit any such Account to satisfy debts, payments and refunds under any other Account held by you or on your behalf.
7. The Account is for your personal use only. The Account is strictly non-transferable and you are not allowed to share it with anyone else for any reason whatsoever.

### **III. PERMITTED USE OF THE ACCOUNT / PRODUCTS**

8. Your use of the Products and/or the Account is granted by us on the basis of a limited, non-exclusive, revocable (with or without cause), non-transferable right and license. To this end, in consideration of us allowing you to continue using Account and/or the Products, you hereby grant us, a perpetual, sub-licensable, worldwide, royalty-free licence to import, enhance, publish and make available on any of our Products, any and all other information and material provided by you to us. Further, and in the circumstances, your continued use of the Products and/or the Account requires you to undertake not to do any of the following:
  - (1) Upload or communicate on the Account or any of the Products, any content that violates or infringes another party's rights of publicity, privacy, copyright, trademark or any other intellectual property right, or is otherwise false, offensive, indecent, threatening, abusive, insulting, harassing, defamatory, libellous,

deceptive, infringing, fraudulent, tortious, obscene, profane, invasive of another person's privacy, or racially, ethnically or otherwise objectionable.

- (2) Copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, interfere with, or disrupt the integrity of any of the Products and/or the Account.
- (3) Make any modification, adaptation, improvement, enhancement, translation or derivative work of the Products and/or the Account.
- (4) Violate any applicable laws, rules or regulations in connection with your access or use of the Products and/or the Account.
- (5) Use any scraper, robot, bot, spider, crawler or any other automated device or means to access, acquire, copy or monitor any portion of the Products and/or the Account, or any data or content found or access through the Account.

#### **IV. ARTIFICIAL INTELLIGENCE AND ALGORITHMS ("AI")**

- 9. Some of the Products utilise AI to generate explanations, recommendations, practice content, progress insights or other educational support. AI-generated content may not always be accurate and may contain errors, omissions, bias or inaccuracies and we are not responsible for any errors, bias, omissions, inaccuracies or misinterpretations by the AI.
- 10. The AI models that are used in the Products are trained on large datasets, and that in some cases, the AI may produce content that is biased, offensive, or otherwise objectionable. In the circumstances, you are responsible for thoroughly reviewing AI-generated outputs carefully. The AI provides a starting point, but the source of learning, revision, education or academic decision-making remains your sole responsibility.

## **V. NO WARRANTY**

11. You acknowledge and agree that the Products are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Products and any content, products or services accessed or obtained thereby is at your sole risk and discretion.
12. Despite our efforts, the Products or any functionality may from time to time encounter technical or other problems and may not continue uninterrupted. We do not represent or warrant that: (a) the use of any of the Products will be secure, timely, uninterrupted or error free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) any of the Products will meet your requirements or expectations; (c) errors or defects in any of the Products will be corrected; or (d) any of the Products are free of viruses or other harmful components. Further, as the Products use AI, we cannot guarantee that the Products will be free from any error, hallucination, bias, inaccuracy or performance deterioration inherent in, or reasonably foreseeable from, the ordinary operation of the AI.
13. Any of the Products may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use). We are not responsible for any delays, delivery failures, damages, or losses resulting from such problems.
14. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.
15. No advice or information, whether oral or written, obtained by you from us or from the Products shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain any of the Products.

## VI. INTELLECTUAL PROPERTY

16. We own all of the intellectual property rights in respect of the Products and/or the Account, including, without limitation, the “Prep Labs” trademark, all patents, trade secrets in respect of the Products (collectively “**our IP**”).
17. All rights in and to our IP remain exclusively ours. Your use of the Account and/or the Products shall not be construed as a transfer from us to you of any right, title and interest in and to our IP. In the circumstances, and without prejudice to anything in these Terms, you agree and undertake as follows:
  - (1) To refrain from doing any of the following acts:
    - (a) modify, translate, create or attempt to create derivative copies of or copy any of our IP in whole or in part;
    - (b) reverse engineer, decompile, disassemble or otherwise reduce the object code of any of our IP;
    - (c) distribute, sub-licence, assign, share, timeshare, buy, sell, rent, lease, transmit, grant a security interest in or otherwise transfer your revocable right to use any of our IP.
  - (2) You hereby represent and warrants that you own or have the right or licence to use the intellectual property rights which may subsist in any of the contents you may wish to upload or communicate through your use of the Account and/or the Products.
  - (3) You hereby indemnify us against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of any

infringement of any intellectual property right committed by you during the course of your use of the Account and/or Products.

## **VII. FEES FOR PRODUCTS THAT REQUIRE PAYMENT**

18. Payment for Products that require payment may be made in a number of ways.
  - (1) We may offer credits for sale, from time to time, on terms which we shall impose; as such credits may be purchased at a preferential price, they are non-refundable and their use may be restricted.
  - (2) Save where we offer for sale a lifetime subscription on such terms that we may dictate, payment made by billed on a recurring, subscription basis,. The applicable subscription(s) shall continue and be renewed automatically on a monthly or annual basis after the first month or year, as the case may be, until you expressly instruct us that you wish to terminate your access to any of the Products through your Account, before the expiration of the applicable subscription period. The termination will take effect in the subsequent month or year, as the case may be. Unless otherwise stated by us, any renewal of your subscription(s) shall be on the prevailing subscription terms thereof.
19. You shall ensure that all payments are made and cleared by your bank before each recurring payment is due. For payments by credit card, your credit card account must be in good standing and remain valid for the monthly/annual charge(s) to be debited successfully. In the event of an unsuccessful payment, your access to the relevant Product(s) which you had subscribed for, will automatically be suspended and/or terminated if payments are not received within five (5) days from the due date.
20. In the event that any fee for any of the Products is stated erroneously on your Account or otherwise, you acknowledge and agree that we:

- (1) shall be entitled to rectify such error by giving you notice of the error and of the corrected fee, and upon receipt of such notice you shall pay such corrected fee to us in the manner as set out in the aforesaid notice; and
  - (2) we are not obliged to provide any of the Products to you at the erroneous fee, although we retain our sole discretion to do so, without prejudice to any of our rights.
21. All payment or fees for any of the Products are non-refundable. In the event your Account is suspended or terminated for any reason, all amounts due on your Account will immediately become due and payable and we reserves the right to immediately charge any amounts you have not previously disputed to the billing method that you are using and shall be entitled to terminate your Account, without prejudice to any other rights or remedies available to us.
22. By submitting credit card and/or other payment details to us, you warrant that you are entitled to purchase the Products using those payment details. In the case of unauthorised payments, we reserves the right to suspend or terminate your access to any of the Products. If we do not receive payment authorisation or any authorisation is subsequently cancelled, we may immediately terminate or suspend your access to the relevant Products.
23. We reserve the right to impose interest of 5.33% per annum on all unpaid sums until full payment thereof.

## **VIII. INDEMNITY**

24. Without prejudice to any of the other provisions of the Terms herein, and to any other rights and remedies which we may have at law, you agree, at your own expenses, to indemnify, defend and hold us, our officers, employees, agents, suppliers, and licensors harmless at all times against all actions, proceedings, costs, claims, expenses (including

legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever (including claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including hacking), property damage or pecuniary losses howsoever arising, which we, our officers, employees, agents, suppliers and licensors may sustain, incur, suffer or pay arising out of, in connection with or pursuant to the use of the Account and/or any of our Products whether authorised or not or any act or omission on your part.

25. For avoidance of doubt and without prejudice to the foregoing, you hereby agree to pay us all legal costs on a full indemnity basis in the event we are involved or required to participate in any legal proceedings including but not limited to pre-action discovery, non-party discovery, interpleading, third party proceedings, and/or fraud and/or asset tracing proceedings.

## IX. **FORCE MAJEURE**

26. “**Force Majeure Event**” may include any of the following events to the extent that the event is beyond the affected party’s (“**Affected Party**”) reasonable control, is not caused or materially contributed to by the act or omission of the Affected Party, and prevents or materially delays the performance of an obligation under the Terms herein (“**Affected Obligation**”):
  - (1) a widespread, material and unplanned outage of a cloud-computing, data-centre, telecommunications or high-performance-computing service expressly identified used in any of the Products;
  - (2) the suspension, withdrawal or material restriction, without reasonable prior notice, of access to a third-party foundation model, model API or AI platform used in any of Products, other than because of our breach, non-payment,

exhaustion of agreed usage limits or failure to comply with the provider's applicable terms;

- (3) the enactment, commencement or binding interpretation of any law, regulation, regulatory direction, court order, sanctions measure or governmental prohibition which makes the continued use, hosting, processing or provision of the AI used in any of the Products, unlawful;
- (4) an emergency direction issued by a competent governmental or regulatory authority requiring the suspension of the relevant AI used in any of the relevant Products, on grounds of public safety, cybersecurity, data protection or national security;
- (5) a cyberattack, malicious compromise, data-poisoning attack or unauthorised interference by a third party which materially disables the AI used in any of the relevant Products;
- (6) the discovery of a previously unknown and critical vulnerability in the relevant AI model or supporting infrastructure, used in any of the relevant Products, which creates an imminent and material risk of unlawful disclosure, physical injury or serious cybersecurity harm, and which reasonably necessitates an emergency suspension;
- (7) a widespread and material failure of electrical power, internet connectivity, semiconductor infrastructure or specialised computing capacity affecting the area where the Product is provided; and
- (8) the destruction or material corruption of a critical third-party model, model weights or hosting environment caused by an event falling within sub-paragraphs (1) to (7).

27. The Affected Party shall not be liable for a failure or delay in performing an Affected Obligation, but only:

- (1) to the extent that the Force Majeure Event directly prevents or materially delays performance;
- (2) for the duration of that prevention or delay; and
- (3) if the Affected Party complies with the obligations under this section herein.

28. The Affected Party shall notify the other party in writing within two days after becoming aware of the Force Majeure Event. The notice shall contain reasonable particulars of:

- (1) the nature and commencement of the Force Majeure Event and how it prevents or delays performance of the Affected Obligation(s); and
- (2) the expected duration of the Force Majeure Event and the mitigation and business-continuity measures being undertaken in response thereto.

29. If the Force Majeure Event continues for more than 30 consecutive days, either party may terminate the Affected Obligation(s) by providing five days' written notice, without liability except for rights accrued prior to termination.

## **X. NO WAIVER**

30. No waiver on our part to exercise, and no delay in exercising, any right, power or provision of the Terms herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision. The rights and remedies provided in the Terms herein are cumulative and are not exclusive of any rights or remedies provided by law.

**XI. ASSIGNMENT**

31. We may assign, delegate and/or otherwise transfer our rights and obligations hereunder to any person or entity. You may however not assign, delegate or otherwise transfer any of your rights or obligations hereunder without our prior written consent. The Terms herein shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**XII. SEVERABILITY**

32. Any Terms that are declared invalid or unenforceable, shall not affect the validity of any remaining portion of the Terms, and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms herein had been eliminated.

**XIII. CONFIDENTIALITY AND NON-DISPARAGEMENT**

33. You hereby agree and undertake not to make or publish any derogatory or disparaging statement (whether oral, written, or otherwise) anywhere in the world, or do anything which is intended to or which might be expected to damage or lower our reputation in the eyes of a third person. If this clause 33 is breached, you agree that damages would be inadequate to compensate us and that we may elect to seek other remedies against you, including an injunction, to enjoin you from breaching this clause 33.

**XIV. ENTIRE AGREEMENT**

34. These Terms constitute the entire agreement and understanding between the parties about the relevant subject matters and hereby substitute and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

**XV. TERMINATION**

35. You may terminate your use of the Products by giving us 14 days notice.
36. We retain the sole and absolute discretion to immediately terminate your access to and use of the and/or the Products without prior notice for the following reasons, including but not limited to:
- (1) your failure to comply with any of the Terms or any other policies that may apply to your use of the Products.
  - (2) Where we are compelled to do so by law enforcement, other government agencies or pursuant to a court order;
  - (3) you fail to make payment of any fees as required from time to time;
  - (4) you infringe any of our intellectual property rights or those of third parties;
  - (5) by virtue of your engagement in any fraudulent, unlawful or illegal activities; and
  - (6) inactivity of your Account for more than 90days.

**XVI. DISPUTE RESOLUTION AND GOVERNING LAW**

37. These Terms shall be governed by Singapore law.
38. All intellectual property disputes shall be referred to and resolved by the Intellectual Property Office of Singapore.
39. The matters stipulated at clause 33 herein shall be referred to and resolved by the General Division of the High Court of the Republic of Singapore.
40. All other disputes not falling within the description of clauses 38 and 39 herein including any dispute arising out of or in connection with these Terms, without limitation, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (1) The seat of the arbitration shall be Singapore.
- (2) The Tribunal shall consist of 3 (three) arbitrators.

- (3) The language of the arbitration shall be English.