



TERMS AND CONDITIONS FOR USE

WELCOME TO actualyse.com. PLEASE READ THIS AGREEMENT CAREFULLY, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

BY TICKING THE “ACCEPT” OPTION BUTTON, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

actualyse.com is a one-stop education and learning resources portal. actualyse.com, www.zhiqianhui.com and other derivative domain names of the website (collectively referred to as actualyse.com) is an online network of comprehensive interactive websites and social media tools. actualyse.com serves as a platform for broad-based learning resources and a venue for parties from different sectors (i.e. students, parents, educators, learning support experts, partners, advertisers, merchants, service providers and stakeholders in the field of education, among others) to meet, share their views and insights, and interact, whether on the website itself or through sharing on social media platforms. actualyse.com aims to elevate the standard of education in Singapore and other parts of Asia and serves as an excellent marketing solution for educational institutions, service providers and merchants in general.

actualyse.com is owned by CoachReg Pte. Ltd., a company existing and registered under the laws of Singapore and is operated in Singapore and various countries by CoachReg Pte. Ltd. and its family of companies (collectively “**Company**”).

The Company offers a wide variety of products and services, including communications and advertising platforms. Many of these products and services such as the Catalyst Library and Forum, among others are part of your actualyse.com experience. In future, other independent services offering more independent experiences (e.g. they may not require you to register for or sign in to the service using your actualyse.com) may be included. Certain services, such as Partner listings and Merchant listings are services that we offer our business partners. All of these services are covered by our Privacy Policy, which describes how we collect, use and disclose your information. Sometimes supplemental terms may also apply to specific products or services and in some cases, products and services that we offer have their own separate privacy policies and terms.

Our family of companies also has their own separate services, terms and policies. We may share information about you within our family of companies to facilitate, support and integrate their activities and improve our services.

1. **DEFINITIONS**

“**Agreement**” means this Terms and Conditions for Use for actualyse.com;

“**Guardian**” means the guardian of a Member who is below **Eighteen (18)** years of age;

“**Member**” means a registered user of actualyse.com;

“**Parent**” means either parent of a Member who is below **Eighteen (18)** years of age;

“**Parties**” means collectively the Member(s), User(s) (as defined below) and Partners (as defined below);

“**Partners**” means collectively the merchants, advertisers and other stakeholders registered in actualyse.com in the said capacity;

“**Post**” means any text, photo, video, message, review, opinion, link or other information uploaded by a Member through his/her actualyse.com account;

“**Privacy Policy**” means the privacy policy of actualyse.com website;

“**Social Platform**” means either Facebook, Twitter, LinkedIn, Instagram and other social media platforms; and

“**User**” means a person who uses actualyse.com but, has not registered as a Member.

2. **SCOPE OF THE AGREEMENT**

2.1 Company shall provide User and Member access to actualyse.com website. However, certain information, links and services are exclusively available to Members only.

2.2 User and Member hereby agree and acknowledge that Company’s role under this Agreement is to provide a venue for the Parties to meet and interact. For the avoidance of doubt, Company does not make any warranty or endorsement of any of the businesses, products, services or brands, activities and undertakings of any of the User, Member or Partners, whether through the Parties’ display of Company’s decal which is distributed or otherwise. Any agreement entered into between the Parties is not within the bounds of this Agreement and Company disclaims any and all liability in this regard.

3. **REGISTRATION ON ACTUALYSE.COM**

3.1 In order to register as a Member, Member:-

- a) Must be at least 18 years old;
- b) Will not provide any false personal information on, or create an account for anyone other than for himself/herself;
- c) Will not create more than one personal account and in the event that Company disables or terminates Member's account, Member will not create another account for himself/herself or for anyone or use false information to create a new account without the written consent of Company;
- d) Must not be a convicted sex offender;
- e) Must create a username and password or log in through Social Platform account(s); and
- f) Must provide Company with a valid e-mail address, Social Platform account(s) or other specific information as detailed in the registration form. All information provided in the registration form, including but not limited to the email address and Social Platform account(s), must belong exclusively to the Member and not to anyone else.

3.2 In the event the Member is below **Eighteen (18)** years of age, regardless of whether Member signs up for a new account or logs in to actualyse.com through Social Media Platform account(s), whether such Social Media Platform account(s) has/have a minimum age requirement of 18 years old, Member must provide Company with his/her parent(s)/guardian(s)' email address so that Company may obtain the parent's express consent through the parental consent form. If Member fails to comply with this provision, Company reserves the right to terminate Member's account and bar him/her from signing up or logging in to actualyse.com.

3.3 Upon the Parent completing and/or approving the parental consent form, any reference to Member in this Agreement shall likewise refer to his/her Parent/Guardian (as the case may be). Parent/Guardian agrees to be bound by this Agreement for and on behalf of Member and take responsibility and assume liability for Member.

3.4 Member's account will be automatically locked if the password is incorrectly entered successively for **Three (3)** times.

4. USE OF ACTUALYSE.COM BY MEMBER

- 4.1 Member must use his/her actualyse.com account for personal and non-commercial use only. Member is not allowed in any of his/her Posts to advertise or sell any product, goods and services. There is a specific venue in actualyse.com for the said purpose and is exclusive to Partners and not to Members.
- 4.2 Member's Post(s) on actualyse.com must be original and independent, and must detail only first-hand and truthful experiences, in the event the Post(s) relates to a review or opinion.
- 4.3 Member shall not impersonate any person or entity in his/her Post(s) on actualyse.com.
- 4.4 Member shall not harass any Party on actualyse.com.
- 4.5 Member agrees not to use actualyse.com to send or receive any message which is offensive on moral, religious, racial or political grounds and Member agrees not to transmit through Member's Posts and any manner through actualyse.com any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, contains hate speech or pornographic, incites violence, contains nudity or contains mature content, or otherwise objectionable material of any kind or nature. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable national or international law or regulation.
- 4.6 Member agrees that Company has the right to inspect and/or remove information provided by Member including contents and Posts in Member's account in order to ascertain compliance with this Agreement and Company may do so without prior permission or authority from Member;
- 4.7 Member agrees that any information, including but not limited to Posts, removed by Company shall not be returned to Member.
- 4.8 Member acquires no right to any username or password that is assigned to it by actualyse.com and except as provided in this Agreement, Company reserves the right to change or re-assign the username and/or reset the password of Member at Company's sole discretion, without being liable to Member for any damages or otherwise.
- 4.9 In the event that Member makes payment(s) to Company and/or Partners on or through actualyse.com, Company shall not allow any refund for the payment(s) earlier made.

- 4.10 In the event that Member makes payment for recurring bill subscription to Company and/or Partners on or through actualyse.com, Member may cancel the subscription at any time. Cancellation means that no future payments are charged to Member's account and refund shall not be allowed for earlier payment(s) made.

5. MEMBER'S OBLIGATIONS

Member undertakes as follows:-

- 5.1 To abide by the terms and conditions of this Agreement, Privacy Policy, any rule, regulation or policy and other instructions of the Company issued from time to time in relation to actualyse.com;
- 5.2 To be responsible to keep confidential Member's username and password and not share his/her password or allow anyone access to his/her account, or do anything that might jeopardize the security of his/her account;
- 5.3 To inform Company immediately of any changes to the information provided upon registration by updating the details. Member is required to notify Company of Member's intent to change his/her e-mail address using the currently registered e-mail address with actualyse.com; and
- 5.4 To be solely responsible for the content of Posts on actualyse.com and for any and all activities that occur under Member's account. Member should exercise due diligence in retaining a copy of his/her Post(s), if necessary. Company will not archive any of the contents of the Post(s) and is not obliged to retrieve or return any of the contents thereof to Member.

6. MEMBER'S WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS

Member warrants, represents and acknowledges as follows:-

- 6.1 The execution of this Agreement does not conflict with, or constitute a material breach of any contract, agreement, law or regulation, or restriction of any nature to which Member is a party;
- 6.2 Member is not associated with any person or entity in the same line of business as the Company;
- 6.3 Member shall not delete or attempt to delete any Post;
- 6.4 Member shall not interfere with other Members' use of actualyse.com and networks connected to actualyse.com. Member further agrees to comply with all terms and conditions,

regulations, policies and/or procedures of networks and Social Platforms connected directly or indirectly to actualyse.com;

- 6.5 Member acknowledges that any dispute between the Parties shall be settled on their own and the Company disclaims any liability arising thereon;
- 6.6 Member acknowledges that the internet, actualyse.com or the Company's system may from time to time be inoperative in full or in part as a consequence of but not limited to mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other factors beyond the control of the Company and in the event of loss of information due to the said eventualities, the Company shall not be held liable for the loss;
- 6.7 Member acknowledges that by accepting the terms and conditions of this Agreement, Member consents to Company using and/or processing any information, data or Post(s) provided by Member for the purpose of sending Member advertisements, info-material or messages (through email, sms/mms, phone calls and/or facsimile) relating to its news, products, contests and other services;
- 6.8 Member acknowledges that in the event of Member participating on actualyse.com wherein virtual prize, award and/or reward is offered (e.g. Badges for being the top contributor, contributor of the month, participation points), the Company's decision is final and no correspondence on the reasons for the decision on the redemption will be entertained. Such prize, award and/or reward is virtual and may not be exchanged for cash or credit alternative;
- 6.9 Member acknowledges that in the event of Member participating in any contest on actualyse.com wherein material or monetary consideration or is monetarily quantifiable is offered as a prize, the Company's decision on the contest is final and no correspondence on the reasons for the decision on the redemption will be entertained. The Company may substitute any prize for an alternative prize of equal value and the Company will solely determine the value of the prize. Member further acknowledges that prizes, awards and rewards must be taken as stated and no compensation is payable if a Member who wins is unable to use the prize, award or reward as stated. Such prize, award and/or rewards is a privilege to a Member and not an entitlement and may not be exchanged for cash or credit alternative;
- 6.10 Member acknowledges that in the event of Member participating in any contest on actualyse.com and Company decides to organise ground events in relation to said online contest, Member grants Company all consents, without consideration or compensation, to record, document and use Member's performance, appearance, likeness and/or particulars as

the case may be, in any manner whatsoever and in any part of the world as Company may, in its sole discretion, deem fit; and

- 6.11 Member warrants that his/her username and Post(s) on actualyse.com do not and will not infringe any patent, trade mark, copyright or any other right of any third party;

7. SECURITY AND COMPLIANCE WITH LAWS AND REGULATIONS

- 7.1 Member shall at all times keep actualyse.com secure and shall not:-

- a) Post unauthorized commercial communications (such as spam);
- b) Collect Parties' content or information, or otherwise access actualyse.com, using automated means (such as harvesting bots, robots, spiders, or scrapers) without the prior written consent of Company;
- c) Engage in unlawful multi-level marketing, such as a pyramid scheme, on actualyse.com;
- d) Upload viruses or other malicious code;
- e) Solicit login information or access an account belonging to a Party;
- f) Use actualyse.com to do anything unlawful, misleading, malicious, or discriminatory; and
- g) Do anything that could disable, overburden, or impair the proper working or appearance of actualyse.com.

- 7.2 Member agrees to immediately notify Company of any unauthorized use of his/her actualyse.com account or any other breach of security known to Member.

- 7.3 Member shall be solely responsible for compliance at all times with all applicable laws, rules and regulations including requirements of relevant government regulatory bodies in any territory for the use of telecommunications systems, service or equipment.

8. **INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS TO CONTENT**

- 8.1 Member acknowledges that the intellectual property in relation to the contents presented on actualyse.com created by or for Company, including but not limited to copyright, trade marks, patents, registered designs and all other intellectual property rights relating to the text, software, methodology relating to actualyse.com, business information, music, sound, photographs, video, graphics, or other materials presented on actualyse.com created for and/or by the Company, (collectively “**Intellectual Property**”) is owned by the Company and such Intellectual Property are protected by copyrights, trade marks, service marks, patents or other proprietary rights and laws.
- 8.2 Member shall not copy, distribute or sublicense all or any portion of user guidance material, if any, provided by Company, program application systems or any software code or modify or prepare derivative works or reverse engineer, decompile or disassemble any part of the software code of Company and/or actualyse.com.
- 8.3 Member shall not use Company’s copyrights or trade marks or any confusingly similar marks, except with Company’s prior consent in writing.
- 8.4 For the avoidance of doubt, Company owns the Intellectual Property in all the websites and platforms on or connected with actualyse.com as well as in all marketing materials whether print or digital.
- 8.5 Member shall only own all the content and information he/she posts on actualyse.com through his/her Member account. However, by posting on actualyse.com, Member specifically gives Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Post that Member posts on or in connection with actualyse.com without compensation to Member. Company shall be entitled to reproduce or authorize the editing, reproduction of and distribution of such Post, (including any deleted or removed Post) in any form and for any purpose including for commercial gain.
- 8.6 Company reserves the sole and exclusive right to remove any Post by Member through his/her account.
- 8.7 Company reserves the right to use any feedback or suggestion that it receives from Member about actualyse.com without compensating him/her for them.

9. CONFIDENTIALITY

Member and/or Company shall not divulge or communicate to any person, other than to those whose province it is to know the same, the terms of this Agreement or use or exploit for any purpose whatsoever any confidential information, which may be known or may have come to their knowledge by reason of or in connection with Member's participation on actualyse.com, unless with prior written consent of either party.

10. MODIFICATION(S) ON ACTUALYSE.COM

10.1 Company reserves the right to modify or shut down actualyse.com, with or without prior notice to Member.

10.2 The Company shall not be liable to Member or any third party should Company exercise its right to modify or shut down actualyse.com.

11. COMPANY'S OBLIGATIONS

11.1 Company shall make reasonable endeavours to provide Member with access to actualyse.com, as well as guidance as the Company deems necessary in its discretion, to enable Member to create and maintain an account on actualyse.com; and

11.2 When actualyse.com is inoperative, in full or in part, for reasons within the control of Company, Company shall make reasonable endeavours to rectify the faults or problems to restore the system to full operational capacity as soon as practicable.

12. ASSIGNMENT

12.1 Member's right to participate on actualyse.com is personal to Member and the rights and obligations set out herein shall not be assigned by Member without prior written consent of Company.

12.2 Company reserves the right to transfer the whole or part of its ownership in actualyse.com or assign this Agreement and/or any part thereof without prior notice to the Member. The Member's obligations towards the Company as well as the Company's rights and obligations pursuant to this Agreement shall then be transferred to the Company's assignee.

13. DISCLAIMERS

13.1 Member expressly agrees that its participation on actualyse.com is at Member's risk. Company, its directors, shareholders, officers, employees and agents shall, in no event, be liable for any delay or for any damage, loss or expense, direct, indirect, special,

consequential, or economic arising from force majeure or acts beyond the reasonable control of Company, including but without limitation to, damage, loss or expense arising from or in connection with:-

- (a) Any access, use or the inability to access or use actualyse.com or reliance on the contents of actualyse.com;
- (b) Any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus, or failure in any customized software or other technology supplied by the Company or any third party which may lead to delayed posting of details relating to Member's account and Member's contribution; or
- (c) Any use of or access to any other website or platform linked to actualyse.com website.

13.2 Company shall not be held responsible in case of Social Platform or external link termination, connection failure, interruption or delay in transmission.

13.3 Any hyperlinks to any other website or Social Platform to or from actualyse.com are not an endorsement or verification of such website and Social Platform, and such website and Social Platform shall only be accessed at Member's own risk and Member's compliance of the terms and conditions of such website and Social Platform.

13.4 Company and its directors, officers, employees and agents shall not be responsible or liable for the content of the information transmitted or presented by other Members on actualyse.com. The Parties acknowledge and agree that Company shall be under no obligation whatsoever to monitor or review any content contained on actualyse.com, unless directed to do so pursuant to applicable law.

13.5 No advice or information, written or otherwise, obtained by Member from Company shall create any warranty not expressly made herein.

13.6 Company shall not be liable for any use or misuse of information or data shared by Member on actualyse.com with Parties.

13.7 Although Company provides rules for Parties' conduct, Company does not control or direct Parties' actions on actualyse.com and is not responsible for the content or information Parties transmit or share on actualyse.com. Company and its directors, officers, employees and agents are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on actualyse.com. Additionally, Company and its directors, officers, employees and agents are not responsible for the conduct, whether online or offline, of any Party of actualyse.com.

13.8 WE TRY TO KEEP ACTUALYSE.COM UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING ACTUALYSE.COM AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT ACTUALYSE.COM WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT ACTUALYSE.COM WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS.

14. INDEMNIFICATION

Member hereby agrees to defend, indemnify and hold harmless Company from and against any claims, damages, liabilities, losses, costs and expenses of any kind including reasonable attorney's fees, arising directly or indirectly out of any material failure to perform its obligations as set forth in this Agreement or if anyone brings a claim against Company related to Member's actions, content or information on actualyse.com.

15. TERMINATION

Company reserves its right to terminate Member's participation at any time, with or without reason, and with or without notice.

16. POST-TERMINATION DUTIES

16.1 Upon termination of Member's participation on actualyse.com, Member's right to participate on actualyse.com immediately ceases and Company shall, as soon as practicable, deactivate Member's account and may remove any reference to Member on actualyse.com. Thereafter, Member shall have no right to represent to any third party that Member is connected with actualyse.com and Company shall have no obligation thereafter.

16.2 Member shall return to Company all technology belonging to Company, any training manual, catalogue, guidelines and other information supplied by Company to Member in connection with this Agreement, if any.

17. MISCELLANEOUS

17.1 Severability

In the event that any of the provisions of this Agreement shall be determined to be invalid, void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Rights of Third Parties

A person who is not a party to this Agreement or who is not expressly conferred any benefits in this Agreement has no right to enforce any terms of this Agreement.

17.3 Governing Law and Dispute Resolution

The laws of the Republic of Singapore shall govern this Agreement and the Parties hereby submit to the exclusive jurisdiction of the Singapore courts.

17.4 Dispute Resolution Mechanism

All disputes, controversies, or differences arising out of or in connection with this Agreement shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the mediation procedure for the time being in force. Member agrees to participate in the mediation in good faith and undertakes to abide by the terms of any settlement reached.

17.5 Variation to the Terms of this Agreement

Company reserves the right to amend, modify or change the terms of this Agreement from time to time with or without prior notice to Member.

17.6 Notices

All notices shall be given to (i) Company by registered post at 114 Lavender Street, #10-84 Singapore 338729; and (ii) Member at the e-mail address provided during the registration process.

17.7 Sufficiency in Form

Each Party undertakes not to dispute or challenge the validity or enforceability of this Agreement on the ground that it is not a written document. Each Party further agrees to admit this Agreement in electronic form as an original document, and not to challenge the admissibility of this Agreement on the ground that it is made in electronic form.

17.8 Language of Agreement

This Agreement was written in English. To the extent any translated version of this Agreement conflicts with the English version, the English version controls.