

## **Legal Disclaimer**

Welcome to the DSMR Group Pte Ltd Website (The "Site"). We offer our services to you based on the terms and conditions set out below. By using this site and its services, you are deemed to have accepted these terms of use ("TOU") as well as our privacy policy. If you do not agree to be bound by this TOU, you may not use the Site in any way. Should the TOU conflict with any other documents, the TOU will prevail for the purposes of usage of the Site. We reserve the right to update or revise the TOU at our sole discretion from time to time. The updated TOU will be posted on the site and shall take effect from the date of posting. The continued use of this site following the posting of any changes to the TOU constitutes acceptance of those changes.

## **Description of Services**

DSMR Group Pte Ltd and its associated / affiliated businesses provides guests and registered customers with access to purchase courses, exams, course exam & related products online, as well as other services that may be introduced from time to time. Access to the Site may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and be responsible for all equipment necessary to access the Site.

## **Provision of Services**

You are eligible to use the services offered by us only if you satisfy the following:

- You agree to abide by and comply with the TOU at all times
- You have provided all information we require in connection with your registration, and that this information is accurate, complete and current.
- You promptly maintain and update said information to as to ensure its accuracy at all times
- You agree that the use of our services and your registration with us shall be conditional at all times on your complying and observing these TOU.

## **Use of the Site**

You must not:

- Attempt to change, add to, remove, deface, hack or otherwise interfere with the Site or any material or content displayed on the Site;
- Distribute, modify, copy, publish, transmit, display, sell, license, use, reuse or create derivative works of any of the contents of or material displayed on the Site for any public or commercial purpose without our written consent; and/or
- Access or use the Site in any way that could or is intended to damage or impair the Site, or any server or network underlying the Site, or interfere with anyone else's use and enjoyment of the Site.

## **Accuracy of Content**

While we may use reasonable efforts to include accurate and up-to-date information on this Site, we make no warranties or representations as to its accuracy, timeliness or completeness. The information may contain typographical errors, pricing errors, and other errors or inaccuracies, it will be corrected as soon as practicable. We reserve the right to:

- Revoke any stated offer;
- Correct any errors, inaccuracies or omission; and
- Make changes to prices, content, promotion offers, product descriptions or specifications, or other information without obligation to issue any notice of such changes (including after an order has been submitted, acknowledged, shipped or received). We also reserve the right to limit quantities (including after an order has been submitted and/or acknowledged) and to revise, suspend or terminate an event, promotion at any time without notice. The inclusion of any products or services on this Site at a particular time does not guarantee that the products or services will be available.
- Adjust and/or restrict the amount of information that you are entitled to view on the Site.

## **Intellectual Property Rights**

All content included on this Site, such as text, graphics, logos, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of DSMR Group Pte Ltd and its associated / affiliated businesses and/or its content suppliers and is protected by Singapore and international copyright laws and/or other laws. The compilation of all content on this Site is the exclusive property of DSMR Group Pte Ltd and its associated / affiliated businesses and protected by Singapore and international copyright laws and/or other laws. None of the content may be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

Nothing contained on the Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site without our written permission. Misuse of any trademarks or any other content displayed on the Site is prohibited.

We will not hesitate to take legal action against any unauthorised use of any trademarks, name or symbols displayed on the Site to preserve and protect the rights in them. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

## **Credit Card Payment**

In a credit card transaction, you must use your own credit card. DSMR Group Pte Ltd and its associated / affiliated businesses will not be liable for any credit card fraud. The liability for any fraudulent use of a credit card will be on the user and the onus to prove otherwise shall be exclusively on the user.

## **Delivery**

- All items will only be delivered to ONE local Singapore address as stated.

- For unsuccessful delivery to your address as stated, you will be advised via note left at your premises to contact us for further delivery arrangements. An additional amount will be charged for each additional attempt to deliver to your address.
- There will be no deliveries on Saturdays, Sundays and gazetted Public holidays.
- DSMR Group Pte Ltd reserves the right to refuse delivery if any amount owing to us is not paid in full or if there are any other reasons preventing us from carrying out the delivery.
- The risk of loss lies with you during the course of the delivery of the items.

## **Termination**

DSMR Group Pte Ltd and its associated / affiliated businesses reserves the right to terminate the services or part thereof, with or without cause at any time. We shall not be liable for any damages, losses, cost or expenses howsoever caused by arising out of termination of any part of the services, to you or any other individual.

This termination may apply to the voiding of the sale of all products on the Site, regardless of whether payment has been made (in which case the payment shall be refunded to the customer or the issue resolved on a case-by-case basis). The cancelling, blocking or denying of a sale or purchase can be effectuated in the event of suspected fraud, hacking or technical or server complications.

## **Links to the Site**

You may not create a link to any page of the Site without our prior written consent. If you do create a link to a page of the Site, you do so at your own risk and the exclusions and limitations set out herein will apply to your use of the Site by linking to it.

## **Links from the Site**

DSMR Group Pte Ltd and its associated / affiliated businesses or third-party sites may provide links to other websites or resources. Because DSMR Group Pte Ltd and its associated / affiliated businesses has no control over such sites and resources, you acknowledge and agree that DSMR Group Pte Ltd and its associated / affiliated businesses is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that DSMR Group Pte Ltd and its associated / affiliated businesses shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **Disclaimer and Exclusion of Liability**

### **General**

This Site, the services provided hereunder, the information on this Site and use of all related facilities are provided on an “as is, as available” basis without any warranties whether express or implied.

To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to this Site and its content, including in relation to any inaccuracies or omissions on this Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

DSMR Group Pte Ltd and its associated / affiliated businesses does not warrant that the Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Site will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

DSMR Group Pte Ltd and its associated / affiliated businesses shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use of inability to use the services or messages received or transactions entered into through the services or resulting from unauthorized access to our alteration or disclosure of your transmissions or data including any information on your bills, emails, statements and other documents as displayed on the site, including but not limited to, damages for loss of profits, use, data, or other intangibles, even if we have been advised of the possibility of such damages.

DSMR Group Pte Ltd and its associated / affiliated businesses shall not be liable for any failure to perform any of our obligations under these TOU if such failure is the result of circumstances outside our control including but not limited to the outbreak of war, any governmental act, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God. We also do not assume any liability for harassing, offensive, defamatory or obscene material distributed through DSMR Group Pte Ltd and its associated / affiliated businesses accounts, nor do we assume liability for information which may be in violation of the third party's intellectual property or other rights.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to this Site, or electronic mail transmitted to and from us, will not be monitored or read by others.

## **Software**

Although we use reasonable endeavours to ensure that any software made available on this Site is suitable for downloading, installation and use by third parties, all such software is provided "as is" without any warranty. Specifically, and without limitation, we do not warrant that any such software is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose. We accept no liability for any loss or damage caused by the downloading, installation or use of any such software, and the general exclusions and limitations above apply to such downloading, installation or use.

## **Products**

All products sold via the Site are on an 'as-is' basis and we make no warranties of merchantability, quality, fitness for a particular purpose, availability or non-infringement and we disclaim all implied warranties from course of dealing or usage of trade.

## **International Use**

We make no representation that information on this Site is appropriate or available for use outside Singapore. Those who choose to access this Site from outside Singapore do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **Indemnity**

By using this Site, you agree to indemnify and hold DSMR Group Pte Ltd and its associated / affiliated businesses (and its officers, directors, employees, agents, subsidiaries, affiliates and joint ventures) (each an "Indemnified Person") harmless from any claim or demand, action, suit or proceeding brought or threatened to be brought against any Indemnified Person which is caused by or arising out of (i) your access and/or use of the Site, (ii) your and any other party's access to this Site using your username and/or password, and/or (iii) your breach of any of these TOU , and to pay such Indemnified Person damages, costs and interest in connection with such claim, demand, action, suit or proceeding.

## **Return Policy**

All returns will be refunded via the Site's credits only. There will be no cash refunds. This amount will be less any shipping and delivery charge, which is non-refundable. Once we have received your return and ensured that it is in good condition, we will proceed to credit your account.

- Refunds will be made to the same credit card (or tender type) that was charged for the original purchase.
- Non-digital goods may be returned for a refund provided they are sent back within 7 days of purchase in a saleable condition, accompanied by the tax invoice.
- If a product is returned for any reason other than it being faulty or not as described, the customer is liable for postage.
- Exchanges or returns of software products will only be accepted in sealed, unopened packaging, except where the product is found to be faulty.
- eBooks and other digital products like exam vouchers, practice exams, On-demand training videos etc cannot be returned or exchanged after purchase unless faulty.
- Goods that are bundled with an eBook or other digital product, or an access code, cannot be returned or exchanged if the eBook/digital product/access code has been opened or accessed unless faulty
- Refunds or exchanges cannot be given for lost or stolen gift coupons.

If we have delivered incorrect or defective items, please contact us we will assist you in the return of the item.