

## **USER AGREEMENT FOR SKILLETO SERVICES**

This User Agreement is a contract between you and ST Engineering Training & Simulation Systems Pte. Ltd. ("STE-T&S") governing your use of your Skilleto account and all Skilleto Services. By subscribing and using a Skilleto Account, you agree to comply with all of the terms and conditions in this User Agreement and the agreements on the Agreements & Policies page including the Privacy Policy.

Please read carefully all of the terms and conditions of this User Agreement, terms of these policies and each of the other agreements that apply to you.

We may amend this User Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30-day prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the [Agreements & Policies] page of the Skilleto website at the time you register for the Skilleto Services are incorporated by reference into this User Agreement and will take effect as specified in that Policy Update.

### **1. SERVICES AND ELIGIBILITY**

#### **Services**

1.1. Skilleto is a Software-as-a-Service Training Management System and acts as such by creating, hosting, maintaining and providing our Skilleto Services to you via the Internet. Our Services allow you to browse for course details, enrol and track application status, and, where applicable, send payments to Training Providers with a Skilleto Account and, where applicable, receive course applications and payments from Learners with a Skilleto Account.

1.2. We do not have any control over, and are not responsible or liable for the products or services that are paid for with our Services. We cannot ensure that the trainee or administrator you are dealing with will actually complete the transaction.

#### **Eligibility**

1.3. To be eligible to use the Skilleto Services, you must be at least 18 years old or higher based on the age of majority in your jurisdiction, and a resident of one of the countries listed on our [Countries] page. If you are a business, the business must be incorporated in or operating in the

Republic of Singapore to open a Skilleto Account and use the Skilleto Services.

- 1.4. If you are below 18 years old, you must obtain consent from your parent(s) or legal guardian(s), their acceptance of the terms in this User Agreement and their agreement to take responsibility for (i) your actions; (ii) any charges associated with your use of any of the Services; and (iii) your acceptance and compliance with the terms in this User Agreement.
- 1.5. Users who have breached or are in breach of the terms contained herein and Users who have been permanently or temporarily suspended from the use of any of the Skilleto Services may not use the Skilleto Services, even if they satisfy the requirements of this clause.

### **Information**

- 1.6. In order to open and maintain an Skilleto Account, you must provide us with correct and updated Information.
- 1.7. It is your responsibility to keep your primary email address up to date so that we can communicate with you electronically. You understand and agree that if Skilleto sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, Skilleto will be deemed to have provided the communication to you effectively.
- 1.8. You may update your primary email address or street address at any time by logging into the Skilleto website. If your email address becomes invalid such that electronic communications sent to you by us are returned, we may deem your Account to be inactive, and you will not be able to transact any activity using your Skilleto Account until we receive a valid, working primary email address from you.

### **Identity Verification**

- 1.9. You authorize Skilleto, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a tax identification number or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your information against third party databases or through other sources.

**Beneficial Owner**

1.10. You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

**2. RESTRICTED ACTIVITIES**

2.1. In connection with your use of our system, your Skilleto Account, the Skilleto Services, or in the course of your interactions with Skilleto, other Skilleto customers, or third parties, you must not:-

2.1.1. Breach this User Agreement, the Privacy Policy and/or any other policy that you have agreed to;

2.1.2. Violate any law, statute, or regulation;

2.1.3. Infringe Skilleto's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

2.1.4. Provide false, inaccurate or misleading information;

2.1.5. Impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;

2.1.6. Act in a manner that is defamatory, libellous, threatening or harassing to our employees, agents or other Users;

2.1.7. Post, promote or transmit through the system or Services any prohibited material;

2.1.8. Engage in potentially fraudulent or suspicious activity and/or transactions;

2.1.9. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

2.1.10. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;

2.1.11. Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with,

surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or Skilleto Services;

2.1.12. Use an anonymizing proxy, any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

2.1.13. Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the Skilleto services) operated by us or on our behalf, any of the Skilleto services or other Users' use of any of the Skilleto services; and

2.1.14. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

2.2. If we believe that you have engaged in any of the Restricted Activities, we may take a number of actions to protect Skilleto, its Users and others at any time at our sole discretion. The actions that we may take include, but are not limited to, the following:-

2.2.1. Closing, suspending or limiting your access to your Skilleto account or Skilleto Services immediately;

2.2.2. Refusing to provide the Skilleto Services to you now and in the future;

2.2.3. Reporting any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities; and/or

2.2.4. Taking legal action against you.

### **3. CLOSING ACCOUNT**

3.1. You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and forfeit any balance associated with your Account, unless otherwise legally prohibited. You must withdraw your balance, if applicable, prior to closing your Account.

- 3.2. You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect STE-T&S, Affiliates or a third party against the risk of any claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

#### **4. INTELLECTUAL PROPERTY**

- 4.1. If you are using Skilleto software such as [API], toolkit or other software application that you have downloaded to your computer, device, or any other platform, then Skilleto grants you a revocable, non-exclusive, nontransferable license to use Skilleto's software in accordance with the respective documentation.
- 4.2. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all Skilleto documentation accompanying the Skilleto Services. If you do not comply with Skilleto's implementation and use requirements you will be liable for all resulting damages suffered by you, Skilleto and third parties.
- 4.3. We may change or discontinue any [APIs] upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to Skilleto's software are owned by Skilleto. Any third party software application you use on the Skilleto website is subject to the license you agreed to with the third party that provides you with this software. Skilleto does not own, control nor have any responsibility or liability for any third party software application you elect to use on our website and/or in connection with the Skilleto Services. If you are using the Skilleto Services on our website, or other website or platform hosted by Skilleto, or a third party, and are not downloading Skilleto's software or using third party software applications on our website, then this section does not apply to your use of the hosted Skilleto Services.
- 4.4. Subject to Clause 4.5, when providing Skilleto with content or posting content using Skilleto Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity,

trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to Skilleto, your posting of content using the Skilleto Services, and Skilleto's use of such content (including of works derived from it) in connection with the Skilleto Services.

- 4.5. Clause 4.4 notwithstanding, if you are a [training provider] using Skilleto Services, you grant Skilleto the worldwide right to use and depict your business name, trademarks, and logos on our website and in Skilleto's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating consumer transactions with you.
- 4.6. "Skilleto", "Skilleto.sg" and all other URLs, logos and trademarks related to the Skilleto Services are either trademarks or registered trademarks of Skilleto or its licensors. You may not copy, imitate or use them without Skilleto's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Skilleto. You may not copy, imitate, or use them without our prior written consent.
- 4.7. You may use HTML logos provided by Skilleto through our training provider services, tools feature or programs without prior written consent for the purpose of directing web traffic to the Skilleto Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Skilleto or the Skilleto Services or display them in any manner that implies Skilleto's sponsorship or endorsement. All right, title and interest in and to the Skilleto website, any content thereon, the Skilleto Services, the technology related to the Skilleto Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Skilleto and its licensors.

## **5. COMPLIANCE WITH DATA PROTECTION LAWS**

- 5.1. Both parties agree to comply with all applicable requirements of the Data Protection Legislation.
- 5.2. With regard to any personal data processed by either Party in connection with this User Agreement, the Parties will respectively each be a controller in respect of such processing.

5.3. For the avoidance of doubt, Skilleto and the [training providers] each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

5.4. In complying with the Data Protection Laws, each Party shall, without limitation:-

5.4.1. Implement and maintain at all times all appropriate security measures in relation to the processing of personal data;

5.4.2. Maintain a record of all processing activities carried out under this User Agreement; and

5.4.3. Not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

## **6. THIRD PARTY APPLICATIONS**

6.1. Skilleto integrates with or may otherwise interact with third party applications and services to make the Services available to you. You understand and agree that Skilleto does not in any event endorse and is not responsible or liable to you for any act, error or omission by a third party, including, without limitation, computer software malfunction, interruption or disruption of any service or network or system of other service providers or of any third party.

## **7. LIMITATIONS OF LIABILITY**

7.1. In no event shall we, our parent, subsidiaries and Affiliates, our officers, directors, agents, joint ventures, employees be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf, any of the Skilleto Services, or this User Agreement (however arising, including negligence), unless and to the extent prohibited by law.

7.2. Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Skilleto is not liable, and you agree not to hold Skilleto

responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (i) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf, or any of the Skilleto Services; (ii) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf and any of the Skilleto Services; (iii) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf or any of the Skilleto Services or any website or service linked to our websites, software or any of the Skilleto services; (iv) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf or any of the Skilleto Services or in the information and graphics obtained from them; (v) the content, actions, or inactions of third parties; (vi) a suspension or other action taken with respect to your Skilleto Account; (vii) your need to modify your practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to this User Agreement or Skilleto's policies; or (viii) your failure or omission to observe and comply with the prevailing policies set out by SkillsFuture Singapore during your use of Skilleto Services.

## **8. NO WARRANTIES**

8.1. Skilleto services are provided "as is" and without any representation of warranty, whether express, implied or statutory. Skilleto, our parent and Affiliates, our officers, directors, agents, joint ventures, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not have any control over the products or services that are paid for with the Skilleto Services and Skilleto cannot ensure that a training provider or learners you are dealing with will actually complete the transaction or is authorized to do so. Skilleto does not guarantee continuous, uninterrupted or secure access to any part of the Skilleto Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside our control.

## **9. INDEMNIFICATION**

9.1. You agree to defend, indemnify and hold Skilleto, Affiliates, and our officers, directors, agents, joint ventures and employees harmless from any claim or demand (including reasonable legal fees), fine, or other liability made or incurred by any third party due to or arising out of your breach of this User Agreement, your improper use of the Skilleto Services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Skilleto Account or access our websites, software, systems (including any networks and servers used to provide any of the Skilleto Services) operated by us or on our behalf, or any of the Skilleto Services on your behalf.

## **10. LAW AND FORUM FOR DISPUTES**

10.1. This User Agreement shall be governed in all respects by the laws of the Republic of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore, without any due regard to conflict of law provisions.

10.2. Disputes between you and STE-T&S regarding the Skilleto Services may be reported to our Customer Service online through the "Contact Us" page on the system.

10.3. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against STE-T&S must be resolved by a court located in the Republic of Singapore. You agree to submit to the jurisdiction of the courts in the Republic of Singapore for the purpose of litigating all such claims or disputes.

10.4. All claims that you bring against STE-T&S must be resolved in accordance with Clause 9 of this User Agreement. All claims filed or brought contrary to Clause 9 shall be considered improperly filed and a breach of this User Agreement.

10.5. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, STE-T&S will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

- 10.6. Save for STE-T&S' Affiliates, nothing in the User Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act (Cap. 53B) by a person who is not a party to the User Agreement.

## **11. CORRESPONDENCE**

- 11.1. By providing Skilleto a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from Skilleto at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the Skilleto Services at that number.
- 11.2. You agree that Skilleto may provide you Communications about your Account, the Skilleto Services and this User Agreement electronically. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you three (3) business days after we send it.
- 11.3. Unless it is specifically stipulated otherwise, all notices, requests or other communication to be given Skilleto must be sent electronically or by postal mail to:

ATTN: Skilleto  
ST Engineering Training & Simulation Systems Pte. Ltd.  
3, Ang Mo Kio Electronics Park Road,  
#03-01, Singapore 567714

Email: admin@tsscore.com

## **12. ASSIGNMENT**

- 12.1. You may not assign or transfer any rights or obligations you have under this User Agreement without our prior written consent.
- 12.2. We reserve the right to assign or transfer this User Agreement or any right or obligation under this Agreement at any time.

### 13. ENTIRE AGREEMENT

13.1. These terms and conditions hereto constitute the entire agreement made between the Parties relating to the Services and supersedes any and all previous communications, agreements, warranties and undertakings (whether written or oral, express or implied) relating hereto.

### 14. SEVERABILITY

14.1. If any provision of the User Agreement is or becomes illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of the User Agreement, which shall continue in force save that the User Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

### 15. NO WAIVER

15.1. Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.

### 16. DEFINITIONS

**"Account Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, your selling tools, and your Account settings including your notification preferences and API Access permissions.

**"Account"** or **"Skilleto Account"** means a Personal or Business Skilleto Account.

**"Affiliate"** means any entity which, directly or indirectly, controls or is controlled by, or is under common control with STE-T&S, where control is (i) the direct or indirect ownership of more than fifty percent of the voting rights in such entity, or (ii) a right to appoint the majority of the directors of the entity.

**"Communications"** means any Account or transaction information that Skilleto provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account

history statements; and tax statements we are required to make available to you.

**"Customer Service"** is Skilleto's customer support which can be accessed online through the Skilleto Help Center at any time.

**"Learners"** means any natural person other than Training Providers registered with a Skilleto Account as identified through a unique login.

**"Skilleto Services"** means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through the Software-as-a-Service Training Management System.

**"Skilleto," "we," "us" or "our"** means ST Engineering Training & Simulation Systems Pte. Ltd.

**"Training Provider"** means any natural person or any business entity granted access to an Administrator Skilleto account to offer courses for Learners using Skilleto Services as identified through a unique login.

**"Personal data"** has the meaning given to it under the Data Protection Laws.

**"Policy" or "Policies"** means any Policy or other agreement between you and Skilleto that you entered into on the Skilleto website, or in connection with your use of the Skilleto Services.

**"Restricted Activities"** means those activities described in Clause 2 of this Agreement.

**"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

**"User"** means any person or entity using the Skilleto Services including you.