TERMS & CONDITIONS

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Welcome to The Yard Singapore's website.

These Terms & Conditions (the "**Terms**") constitute a legally binding and enforceable contract between you and People In Motion Pte Ltd, who operates The Yard ("**The Company**", "**us**", "**our**" or "**we**").

You further confirm that:

(a) you have read these Terms and agree to be bound by and comply with these Terms;

(b) you are 18 years old and above;

(c) you are capable of entering into and performing legally binding contracts under applicable law, whether in your personal capacity or as a legal guardian or parent to your ward or child; and

(d) all information you provide when registering is accurate, up to date, truthful and complete.

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1. TERMS

1.1. The provisions set out in these Terms shall, *inter alia*, govern your access to and use of our Platform and shall constitute a legally binding agreement between you and us.

1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our Platform on these Terms.

1.3. We reserve the right to change, modify, suspend or discontinue any portion of the services, our Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time.

2. PARTICIPATION IN OUR PROGRAMMES

2.1. Your payment for and/or your reservation of a Class on our Platform does not in and of itself constitute guaranteed Placement in that Class. The Company reserves the right to accept or refuse any such reservation at its sole discretion.

2.2. Your participation in our Programmes is subject to your compliance with the Policies (which can be found here and are incorporated as part of these Terms). You are advised to be acquainted with our Policies and these Terms. Additionally, you acknowledge that you will be required to sign a Liability Waiver before your participation in our Programmes.

3. LIMITATION OF LIABILITY AND INDEMNITY

3.1. You acknowledge and agree that your access and use of our Platform is dependent on third-party service providers for services such as internet, network, connectivity or other link providers. We do guarantee the security of such third-party service providers, and therefore we are not responsible for any acts or omissions of any third parties and disclaim any and all liability in connection with the acts, omissions or defaults of such third parties.

3.2. Save as for where such loss arises directly as a result of our negligence, we are not liable to you, whether in contract, tort, breach of statutory duty, or otherwise, arising

under or in connection with these Terms (including but not limited to the use of, or inability to use, the Platform or any other website or software) for:

3.2.1. loss of profits, sales, business, or revenue;
3.2.2. business interruption;
3.2.3. loss or corruption of data or information;
3.2.4. loss of business opportunity, goodwill or reputation; or
3.2.5. any other indirect or consequential loss or damage.

3.3. You agree to indemnify and hold us, and our related parties harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in relation to your use of our Platform and/or any websites in relation thereto or otherwise, and in respect of your breach of these Terms.

4. EVENTS OUTSIDE OF THE COMPANY'S CONTROL

The Company shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms where such non-performance or delay is caused by an event outside of The Company's control, including but not limited to internet connectivity issues or the enforced closure of any of the property or building in which the Premises are located in or as a result of any Force Majeure Events.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in our Platform belong to or have been licensed to us, and that you have no rights in, or to, our Platform other than the right to use it in accordance with these Terms.

6. INDEMNITY

You agree to indemnify and hold us harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental consequential, exemplary and indirect damages) and reasonable legal fees resulting from or arising out of your act, default or omission, whether in your use of our platform or any websites in relation thereto or otherwise, and whether in respect of your breach of these terms any aspect of the transaction, including but not limited to fraudulent transactions, or any laws or regulations otherwise.

7. GENERAL

7.1. Severability

7.1.1. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
7.1.2. For the avoidance of doubt, if any paragraph in these Terms is or becomes invalid, unenforceable or illegal but would be valid, enforceable or legal if some part of the paragraph were deleted or modified, the paragraph or part thereof shall apply with such deletions and modifications as may be necessary to give effect to make it valid, enforceable and legal.

7.2. Variation

7.2.1. The Company reserves the right, at our sole and absolute discretion, to modify these Terms from time to time. While we will use our reasonable

endeavours to notify you of any material changes to these Terms, you agree and acknowledge that it shall be your responsibility to review the Terms regularly.

7.2.2. By continuing to engage our services following the effective date of any modifications to these Terms, you shall be deemed to have accepted such modification. If you do not agree to any modifications, you must not use the Platform.

7.3. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.

7.4. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore.

8. INCORPORATION OF SCHEDULES

8.1. The Schedules set out below form part of these Terms.

8.2. The Schedules are as follows:

8.2.1. Our Acceptable Use Policy sets out the permitted uses and prohibited uses of our Platform.

8.2.2. Our Privacy Policy sets out our policy concerning the collection, use and disclosure of your Personal Data in compliance with the Personal Data Protection Act 2012.

8.2.3. Our Cookie Policy sets out our policy governing the use of cookies on the Platform, which allows us to personalise users' experience on our Platform.

8.3. The Management and The Company reserve the right to update the Schedules and Members will be deemed to have received notice upon publishing of such updates on the Platform.

SCHEDULE 1 - ACCEPTABLE USE POLICY

Prohibited Uses

1. You may use our Platform only for lawful purposes. You may not use our Platform:

   (a) in any way that breaches any applicable local or international laws or regulations;

   (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

   (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and

   (d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2. You also agree:

   (a) not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and

   (b) not to access without authority, interfere with, damage or disrupt:

      (i) any part of our Platform;

      (ii) any equipment or network on which our Platform is stored;

      (iii) any software used in the provision of our Platform; or

      (iv) any equipment or network or software owned or used by any third party.

Suspension and Termination

3. Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:

   (a) immediate temporary or permanent withdrawal of your right to use our Platform;

   (b) immediate temporary or permanent removal of any account registered on our Platform;

   (c) issuance of a warning to you;

   (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;

   (e) further legal action against you; and/or

   (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

4. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

SCHEDULE 2 – PRIVACY POLICY

Consent

1. You, upon agreeing to these Terms, consent to allowing The Company access to your Personal Data, and to collect, store, use, disclose, amend, correct and destroy such Personal Data in its possession for the purposes of providing the services to you.

2. The Company may collect and process the following data which may contain Personal Data:

   (a) information that Members provide by filling in forms or any such applications on the Platform, including information provided at the time of registering an account to use the Platform, subscribing to any services provided, posting material, reporting a problem with the Platform, or requesting further services;

   (b) information, data, documents or images that Members upload onto the Platform; and

   (c) if Members contact The Company, a record of that correspondence.

3. The Personal Data that The Company collects may be transferred to, and stored at, a destination outside Singapore. It may also be processed by Staff operating outside Singapore. By submitting Personal Data to The Company, Members agree to this transfer, storing or processing.

4. The Company shall be authorised to deal with Members' Personal Data in accordance with the Personal Data Protection Act 2012.

Access and Correction

5. The Personal Data Protection Act 2012 gives you the right to access your Personal Data. Your right of access can be exercised in accordance with the Personal Data Protection Act 2012. Any access request may be subject to an administrative fee at our rates then in force to meet our costs in providing you with details of the information we hold about you.

Payment

6. Subject to any third-party providers' own privacy policies, the third-party providers used by The Company will only collect, use and disclose your information to the extent necessary to allow it to perform the services they provide to us. Members agree that The Company and The Company shall not be liable or responsible for any act, omission or otherwise of the third-party provider and its services.

7. Such providers may contain links to third party sites that are not affiliated with or owned, operated or controlled by The Company, including third party payment service providers. You acknowledge and agree that The Company is not responsible for the accuracy, content, privacy policies or practices of any linked websites or the companies that own them.

Questions And Contact Information

8. If you would like to: withdraw their consent and request that The Company stop using and/or disclosing such Personal Data for any or all of the Purposes, access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, please contact our Privacy Compliance Officer by sending us an email at enquiries@theyard.com.sg or mailing to The Company at The Yard, Perennial Business Centre, Unit #03-03, 1 Venture Ave, Singapore 608521