

Terms and Conditions

1. Introduction

1.1 Welcome to **Anglican Preschool Services Ltd.** ("APS", "Company", "we", "our", "us"). These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at <https://register.sjck.org.sg/> operated by APS (the "Service").

1.2 Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

1.3 Your agreement with us includes these Terms and Conditions and our Privacy Policy (the "Agreements"). You acknowledge that you have read and understood the Agreements, and agree to be bound of them.

1.4 If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service. The Agreements apply to all visitors, users and others who wish to access or use the Service.

2. Registration

2.1 If you wish to register your child through this Service ("Registration"), you may be asked to supply certain information relevant to your registration including but not limited to, your bank account name, bank account number, your billing address and NRIC.

2.2 A registration fee of \$80.00 (inclusive of 7% GST) is to be paid to confirm the Registration.

2.3 You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Registration; and that (ii) the information you supply to us is true, correct and complete.

2.4 We may employ the use of third party services for the purpose of facilitating payment and the completion of the Registration. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

2.5 We reserve the right to refuse or cancel your Registration if any fraud or unauthorized or illegal transaction is suspected.

3. Refunds

The registration fee of \$80.00 (inclusive of 7% GST) paid is non-refundable and non-transferable.

4. Prohibited Uses

4.1 You may use the Service only for lawful purposes and in accordance with Terms. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- To impersonate or attempt to impersonate any company, company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

4.2 Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify Company rating.
- Otherwise attempt to interfere with the proper working of the Service.

5. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

6. No Use By Minors

The Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of the Service.

7. Copyright Policy

7.1 We respect the intellectual property rights of others. It is our policy to respond to any claim that the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

7.2 If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to redbean@anglicanps.edu.sg, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement.

7.3 You may be held accountable for damages (including costs and attorneys' fees) for any misrepresentation or bad-faith claims on the Infringement of any Content found on and/or through the Service on your copyright.

8. Error Reporting and Feedback

8.1 You may provide error reporting and/or feedback to us either directly at redbean@anglicanps.edu.sg or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback").

8.2 You acknowledge and agree that:

- you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback;
- Company may have development ideas similar to the Feedback;
- Feedback does not contain confidential information or proprietary information from you or any third party; and
- the Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant the Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

9. Links To Other Web Sites

9.1 Our Service may contain links to third party web sites or services that are not owned or controlled by APS.

9.2 APS has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

9.3 You acknowledge and agree that the company 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 services available on or through any such third party websites or services. We strongly advise you to read the Terms of Service and Privacy Policies of any third party websites or services that you visit.

10. Disclaimer Of Warranty

10.1 These services are provided by the Company on an “as is” and “as available” basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services is at your sole risk.

10.2 Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, uninterrupted, that defects will be corrected, that the services of the server that makes it available are free of viruses or other harmful components or that the services or any services of items obtained through the services will otherwise meet your needs or expectations.

10.3 The Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties or merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

11. Limitation Of Liability

Except as prohibited by law, you will hold the management and staff team harmless for any indirect, punitive, special, incidental, or consequential damage, however arising (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this Agreement, including without limitation any claim for personal injury or property damage, arising from this Agreement and any violation by you of any laws, statutes, rules, or regulations, even if the Company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of the Company, it will be limited to the amount paid for the Service, and under no circumstances will there be consequential or punitive damages.

12. Termination

12.1 We may terminate access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

12.2 All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. Governing Law

13.1 These Terms shall be governed and construed in accordance with the laws of Singapore, which governing law applies to agreement without regard to its conflict of law provisions.

13.2 Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

14. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

15. Waiver And Severability

15.1 Subject to Clause 13.2 above, no waiver by the Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

15.2 If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

16. Acknowledgement

By using the Service or any other services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.

17. Contact Us

Please send your feedback, comments, requests for technical support by email: redbean@anglicanps.edu.sg.