

TERMS & CONDITIONS OF USE

1. Tukija (Registration No. 53391811A) is the registered business name of Academic & Career Support Pte. Ltd. (Registration No. 201936418G) ("the Company"). The terms and conditions set out herein are to be read in conjunction with the Company's Privacy Policy found on www.tukija.sg ("the Privacy Policy"). The provisions of the Privacy Policy are incorporated by reference herein. The Privacy Policy and the terms and conditions set out herein are, collectively, referred to herein as "the Terms". By accessing and using www.tukija.sg ("the site"), you acknowledge and accept that you are agreeing to comply with and be bound by the Terms and that the Terms constitute an agreement between yourself and the Company.
2. The Terms or any part thereof may be revised from time to time without prior notice by posting the revised terms on the site. You may determine if any such revision has taken place by referring to the date on which the Terms were last updated. Your continued use of the Company's services constitutes your acknowledgement and acceptance of such revisions and your agreement to be bound by the Terms as revised from time to time.

DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY

3. All information, text, data, documents, reports, forms and other material published on the site, as well as any and all software programs, database systems, portals or links available or enabled on the site ("the Content"), is provided on an "as is" and "as available" basis and the Company disclaims all representations or warranties of any kind, whether express or implied.
4. Any component of the Content provided by third parties is also delivered on an "as is" and "as available" basis and the Company will not be liable for problems of any nature suffered or encountered by you in connection with your use of, or access to, such Content. The Company is not, and you agree that the Company is not, responsible for such third parties and the provision by them of any Content. The Company does not necessarily endorse any content of websites operated by third parties.
5. The Content is, by necessity, general in nature and provided for information purposes only. It does not constitute, nor should it be construed as, advice or recommendations to engage or omit to engage in any activity or course of action.
6. While every effort has been made to ensure the accuracy, currency and functionality of the Content at the time of creation of the site, the Company cannot and does not warrant (a) the accuracy, validity, fitness and/or functionality of any of the Content found on the site or any other sites linked to the site or reproduced with permission from other parties or (b) that the site and the server is and will be free of viruses or other malicious software.
7. The use of the site is wholly at your own risk. The Company assumes no responsibility or liability for any matter relating to your or any third party's access or use of the site or the Content. Without prejudice to the generality of the foregoing, the Company assumes no responsibility or liability for any errors and/or omissions on the site or for any damages whether direct or indirect which may arise from or in connection with reliance on the Content or be caused by acts, material or routines that may damage, interfere with, infect or otherwise adversely affect your hardware equipment, software programs, data or other proprietary material or systems.

OWNERSHIP

8. Subject to paragraph 11 below, all Content is owned by or licensed to the Company and subject to copyright protection. The Content may not be reproduced, duplicated, sold, transmitted, distributed or otherwise exploited for any commercial purpose without the Company's prior written consent.

9. You are granted a limited, non-sublicensable licence (revocable at any time) to access and use the site and the Content for non-commercial and personal use only. Such licence is subject to the Terms. Without prejudice to the generality of the foregoing, (a) the said licence does not allow the use of any data gathering, harvesting or extraction methods whether automatic or manual and (b) no framing of the site or creation of any hypertext links or deep links between the site and any other website is allowed except with the Company's prior written consent.
10. The Company reserves the right, without notice and in the Company's sole discretion, to terminate your licence to use the site and to block or prevent your future access to the site.
11. Where information/material is reproduced from elsewhere, copyright in respect of these works remain with their respective owners.

ACCEPTABLE USE

12. You agree that you shall not use the site or any part thereof for any purpose prohibited by the Terms or any applicable law and, further, that you shall not (and shall not permit any third party to) interfere with, or attempt to interfere with, the proper functioning of the site or use the site in any way not expressly permitted by the Terms or engage in, or attempt to engage in, any potentially harmful or damaging acts directed against the Company or the site, including violating any security features of the site or introducing damaging software or code into the site.

USER CONTENT

13. Where you are able to and do upload, post, email or make available any information, data, text and/or other materials on any portion of the site ("User Content"), you acknowledge and agree that you, along with other users of the site, are wholly responsible for User Content and that the Company is not liable for the accuracy of, or for the failure to retain, transmit or receive transmission of User Content.
14. The Company is not obliged to screen and/or filter User Content at any time and reserves the right without notice, in its sole discretion and without providing any explanation, to refuse or remove any User Content.

INDEMNIFICATION

15. You agree to indemnify the Company in whole for any and all claims, losses, liabilities, costs and expenses (including legal fees on a full indemnity basis) arising out of or in connection with your use of the site or any violation of the Terms.

THIRD PARTY RIGHTS

16. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any terms thereof. The consent of any third party is not required for any variation to or termination of this agreement.

GOVERNING LAW

17. The Terms shall be governed by and construed in accordance with Singapore law.

DISPUTE RESOLUTION

18. Any dispute arising out of or in connection with the Terms which does not fall within the jurisdiction of the Small Claims Tribunal must, unless otherwise agreed in writing between the parties to this agreement, be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any

party to this agreement may submit a request to mediate to SMC upon which the other party/ies will be bound to participate in the mediation within 45 days thereof. Every party to the mediation must have full authority to negotiate and settle the dispute. Unless otherwise agreed between the parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

CONSTRUCTION

- 19.
- a. References to the Company are references to the Company and its branches, associates and affiliates.
 - b. References to the Terms or any other document are references to the Terms or that other document, as varied, supplemented or replaced from time to time.
 - c. References to any person includes that person's successors and permitted assignees.
 - d. The word person includes each of the following, even if they have no separate legal personality: an individual, sole proprietorship, firm, partnership, trust, joint venture, body corporate, unincorporated body, association, organization or any government, state or local body or authority.
 - e. The word including indicates examples only. It does not limit the general nature of any preceding words.
 - f. Words importing the plural shall include the singular and vice versa.

IF YOU DO NOT AGREE WITH THE ABOVE, PLEASE DIRECT YOUR BROWSER ELSEWHERE IMMEDIATELY.

Last Updated: 1 March 2020