

## Noggin Website Terms of Service

This Website Terms of Service (the “**Terms**”) are made between NOGGIN PRIVATE LIMITED, Singapore (“**Noggin**”) and the user who uses this website and the websites associated with it (collectively, the “**Websites**”) (the “**User**”).

### 1. THE AGREEMENT

The Terms cover your use of the Websites. The Terms include the present agreement, Noggin’s Websites Privacy Policy, explaining how we collect and use your information, and our Acceptable Use Policy, outlining your responsibilities when using our Websites and Noggin’s services. By using our Websites, you agree to be bound by these Terms. If you are accessing our Websites on behalf of an organisation, you agree to these Terms on behalf of such organisation.

### 2. DEFINITIONS

“**Acceptable Use Policy**” means our Acceptable Use Policy available at [Noggin Asia Your Data Privacy](#) applicable as of the date of your acceptance of the Terms.

“**Noggin**” means Noggin Private Limited, Singapore.

“**Indemnitees**” means, collectively, Noggin, its affiliates, suppliers and distributors or any of their respective employees, agents, or suppliers.

“**Pod Database**” or the “**Pod**” means the User’s Privately Owned Data database containing a data schema allowing for (i) the storage of data from any source without losing the structure specific to any such source, (ii) the combination of such data, and (iii) the provision of a structure for third-party access to such data upon authorisation of the User.

**“Privacy Policy”** means the Website Privacy Policy available at [Noggin Asia Your Data Privacy](#) applicable as of the date of your acceptance of the Terms.

**“Terms”** means the present agreement, which incorporates the Privacy Policy and our Acceptable Use Policy.

**“User”** means a user of our Websites.

**“Websites”** means this website and the websites associated with it.

### 3. AGE

Our Websites are not intended for and may not be used by people under the age of 18. By accessing our Websites and accepting these Terms, you declare that you are at least 18 years old.

### 4. NOGGIN’S OBLIGATIONS

Noggin shall provide you with access to the Websites in accordance with the Terms and all applicable laws.

### 5. YOUR OBLIGATIONS

1. You agree to comply with all applicable laws, including the applicable data protection laws, and the Terms.
2. You agree that Noggin has the right to make any change to the content of the Websites without notice.
3. You agree that you are solely responsible for your conduct on the Websites and for the content of the data that you upload, copy or share on the Websites.

4. You warrant that you have the right to use and share the content that you upload, copy or share on the Websites. All the content you upload, copy or share on the Websites will be deemed not to be confidential.
5. You agree that Noggin bears no responsibility for your conduct on the Websites and for the content of the data that you upload, copy, download or share.
6. You agree that Noggin has the right to take down anything you post on the Websites without notice.
7. You agree that Noggin bears no responsibility for the content uploaded or shared by other Users and made available on the Websites.
8. You ensure that all the information that you enter in the Websites is accurate, current and complete.
9. You agree not to use an unreasonable number of meta-links and tags on our Website.
10. Unless expressly authorised by us, you are not allowed to advertise your products or services or third-party products or services on our Websites.
11. You grant Noggin the right to conduct any activity necessary for the maintenance and support of the Websites
12. You agree to cooperate with Noggin, when it is necessary to investigate service outages or suspected breaches of the Terms or the applicable law.
13. You agree that we may use your feedback or suggestions without any obligation to compensate you for them.

## **6. INTELLECTUAL PROPERTY RIGHTS**

1. When using our Websites, you retain any right, title or interest in your trade secrets, inventions, trademarks, copyright and other intellectual property.
2. The Websites are protected by intellectual property rights in accordance with Singapore and foreign laws. These Terms do not grant you any right, title or interest in our Websites, in Noggin's trademarks, logos and other intellectual property rights and in the content of other users of the Websites.
3. Noggin respects intellectual property rights. To this end, Noggin allows anyone to file notices of alleged copyright infringements in relation to the use of the Websites. When Noggin considers a copyright infringement claim to be founded, it reserves the right to delete or disable content alleged to be infringing and suspend or terminate the Pod Accounts of the infringers.

## **7. SUSPENSION**

1. Noggin may suspend your account or block access to the Websites from your IP address at any time without incurring any liability if:
  - a. Noggin reasonably believes that you acted or are acting in breach of the Terms, including the Acceptable Use Policy;
  - b. Noggin reasonably believes that you acted or are acting in breach of any applicable law;
  - c. you fail to cooperate with Noggin's investigations of suspected breaches or technical faults;

- d. Noggin reasonably believes that a User's Pod Account has been accessed by an unauthorised third party or its security has been compromised in any other manner;
  - e. Noggin considers the suspension to be reasonably necessary to protect its network, its customers, its commercial interests or any other essential interest;
  - f. Noggin is required by law or by a governmental authority to suspend your account or otherwise prevent you from accessing the Websites.
2. Noggin will give you reasonable advance notice of a suspension and will offer you the opportunity to cure the grounds underlying the suspension, when this appears to be possible in Noggin's judgment.

## **8. TERMINATION**

- 1. You have the right to terminate this agreement at any time by deleting your account and not visiting our Websites.
- 2. Noggin may terminate this agreement without notice at any time for any reason.

## **9. WARRANTIES**

While Noggin strives to provide services of the highest attainable quality, it cannot guarantee that it will always be able to do so. To the fullest extent permitted by the law, Noggin and its affiliates, suppliers and distributors make no warranties, either express or implied, about the Websites. The Websites are offered on an "AS IS" basis. Noggin also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.

## 10. LIMITATION OF LIABILITY

1. To the fullest extent permitted by law, except for any liability for Noggin's or its affiliates' fraud, fraudulent misrepresentation or gross negligence, Noggin, its affiliates, suppliers or distributors shall not be liable for:
  - a. any indirect, special, incidental, exemplary, or consequential loss or damages of any kind;
  - b. any loss of profit or income;
  - c. any loss of business or business opportunity;
  - d. any loss or corruption of data;
  - e. any anticipated savings or revenue;
  - f. any punitive damages;
  - g. any loss of goodwill or reputation; or
  - h. any other loss that could have been avoided by the damaged party's use of reasonable diligence.
2. This will be regardless of whether or not Noggin or any of its affiliates has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose.
3. Noggin will not be in breach of the Terms if the failure to perform any of its obligations is due to an event beyond its control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism,

or other events of a magnitude or type for which precautions are not generally taken in the industry.

4. The maximum aggregate liability of Noggin, its affiliates, suppliers and distributors shall not exceed SGD 50.

#### **11. INDEMNIFICATION**

1. If Noggin, its affiliates, suppliers and distributors or any of their employees, agents, or suppliers (the “**Indemnitees**”) face a legal claim by a third party arising out of your negligence, breach of Terms or any applicable law, breach of your agreement with your customers, you will bear the costs associated with the claim and any damages award, fine, or any other amount that is imposed on the Indemnitees in relation to the claim.
2. The obligation included in the previous paragraphs includes claims arising out of the acts or omissions of your employees or agents, any other person that you authorised to access the Websites, and any person who gains unauthorised access to the Websites due to your failure to use reasonable security measures.
3. Noggin will choose legal counsel to defend the claim and will inform you on the choice. You agree to cooperate with Noggin’s in the defence of the claim. We may settle the claim only with your consent. However, you cannot unreasonably withhold, delay, condition or withdraw such consent.

#### **12. GOVERNING LAW**

These Terms are governed by Singapore law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

### **13. DISPUTE SETTLEMENT**

1. Noggin wants to address your concerns without needing a formal legal case. If a dispute arises out of the Terms, before filing a claim against Noggin, you agree to attempt to resolve the dispute informally by contacting us at [info@Noggin.org](mailto:info@Noggin.org). Noggin will make any effort to achieve an amicable solution to the dispute. If the dispute is not resolved informally within 15 days from the date of the first email concerning such a dispute, you and Noggin are entitled to start legal proceedings.
2. Any dispute arising out of the Terms, which is not resolved amicably in accordance with the preceding paragraph, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. This agreement is governed by the laws of Singapore.
3. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class arbitrations, class actions, and consolidation with other arbitrations are not allowed.

### **14. WAIVER, SEVERABILITY AND ASSIGNMENT**



Noggin's failure to enforce a provision of the Terms is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Noggin may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Noggin's services.

#### **15. MODIFICATIONS TO THE TERMS**

Noggin may revise these Terms from time to time, and will always post the most current version on its website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Websites after the revisions come into effect, you agree to be bound by the revised Terms.

#### **16. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and Noggin with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.