

# THE ETON ACADEMY

## By EtonHouse

### Terms and Conditions for Registration of Classes

#### Interpretation

1. In these Terms & Conditions, except where the context otherwise requires:

- a. "Client", "you", or "your" means the individual(s) who has accepted or proposes to accept products or services by The Eton Academy;
- b. "Contract" shall mean collectively these Terms & Conditions, the Registration Form and The Eton Academy's Privacy Policy and such other policies, guidelines, codes of conduct and/or regulations of The Eton Academy as are informed and provided to the Client, Parents and Student (and as amended, supplemented and varied) from time to time;
- c. "Regular Programmes", "Holiday Programmes" and "Special Programmes" means all classes, courses, workshops and programmes developed, offered and conducted by The Eton Academy for the Student;
- d. "Course Materials" means all materials, documents, worksheets, or instruments (whether in physical or digital copy) used, distributed or otherwise circulated in relation to the Student's enrolment with The Eton Academy under the regular programmes, holiday programmes or special programmes, including but not limited to all quizzes, tests and activities held in respect thereof;
- e. "Class" or "Classes" means all classes, courses, workshops and programmes conducted by The Eton Academy and/or its Staff for the Student;
- f. "Parents" means the parents of the Student and any person or guardian who has or has accepted parental or legal responsibility for the Student. Parents are responsible, individually and jointly, for complying with their obligations under these Terms and Conditions;
- g. "Registration Form" refers to The Eton Academy's registration form pursuant to which the Student is enrolled in The Eton Academy;
- h. "Services" means the classes, courses, workshops and programmes developed, offered and conducted by The Eton Academy for the Student under the Contract;
- i. "Staff" means any officer, teacher (whether permanent or temporary), employee, agent, service provider, representative or contractor of The Eton Academy;
- j. "Student" means the individual(s) who is the recipient of Services provided by The Eton Academy;
- k. "Term" means each period of the academic year during which The Eton Academy regularly conducts classes;
- l. "Terms & Conditions" mean the terms and conditions contained herein and applicable to the provision of all Services;
- m. "The Eton Academy", "TEA", "we", "us" or "our" means the EtonHouse International Education Group and its affiliates; and
- n. "The Eton Academy's Privacy Policy" refers to The Eton Academy's Privacy Policy (as amended, supplemented and varied from time to time), a copy of which is annexed to these Terms & Conditions at Schedule A.

2. These Terms & Conditions apply to the provision of all Services by The Eton Academy to the Student upon the engagement of the Client, and are to be complied with by the Client, Parents and Student at all times and are deemed incorporated in the engagement of The Eton Academy and the provision of the Services. The Eton Academy may revise these Terms & Conditions and the Client, Parent and Student shall continue to be subject to such Terms & Conditions as amended, modified and/or substituted by The Eton Academy from time to time and published on The Eton Academy's website at [www.theetonacademy.com.sg](http://www.theetonacademy.com.sg). The utilisation and continued utilisation (upon an amendment,

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modification and/or substitution of the Terms & Conditions) of the Services by the Student shall be deemed acceptance of these Terms and Conditions by the Client, Parents and Student whether or not the Terms & Conditions (and any subsequent amendment, modification and/or substitution) are signed and returned to The Eton Academy by the Client.

3. The headings in these Terms & Conditions are for convenience only and shall not affect the interpretation hereof.

### Conditions of Continued Enrolment

4. The Client and Parents agree to fully disclose all information relevant to the Student's enrolment and continued enrolment in The Eton Academy. In the event that The Eton Academy subsequently becomes aware that information considered reasonable for consideration for enrolment to The Eton Academy has been withheld, falsified or is inaccurate, The Eton Academy has the right to suspend or terminate the Student from any or all classes.

5. The Eton Academy reserves the right to transfer, suspend and/or terminate the Student with immediate effect from or to any or all classes in the event that the Client, Parents and/or Student breaches any provisions of the Contract, or The Eton Academy deems, in its sole discretion, that the Client, Parents and/or Student demonstrates behaviour that is detrimental to the welfare or safety of the Staff or other parents and students of The Eton Academy, or prejudicial to good order or the reputation of The Eton Academy, or for any other reason that The Eton Academy deems fit and proper in its absolute discretion. In the event that the Student is terminated from The Eton Academy pursuant to this clause, The Eton Academy will not be under any obligation to return any deposit or fees paid to The Eton Academy. Without prejudice to the generality of this clause, examples of when The Eton Academy may exercise its right include (but is not limited to) cases where the Client, Parents and/or Student:

- a. cause or threaten to cause physical injury to other parents, students and/or Staff for any reason;
- b. use threatening, abusive or insulting words or behaviour towards other parents, students and/or Staff;
- c. harass, cause alarm or distress to other parents, students and/or Staff;
- d. fail to comply with any policy, guidelines, code of conduct, regulation, notice, direction or instruction given by The Eton Academy or any Staff in relation to the conduct of classes or the use of The Eton Academy's premises or items or any matter relating to the provision of the Services;
- e. persistently behave in a manner that is disruptive and prevents the continuation of classes or the provision of the Services;
- f. use, disclose or disseminate any of The Eton Academy's trademarks or copyright material without obtaining The Eton Academy's prior written consent; or
- g. do not pay any fees payable to The Eton Academy and which are outstanding and remain unpaid as at the first week of commencement of the Term.

Should any investigations be deemed by The Eton Academy (in its sole discretion) to be necessary or appropriate, the Student may be transferred, suspended or terminated from any or all classes pending such investigation.

### Conduct of classes

6. The Eton Academy reserves the right to, if it deems fit in its sole discretion,

- (a) transfer, combine, divide or dissolve a class and change teachers,
- (b) make changes to any of the classes,
- (c) refuse entry to the Student if the Student is deemed to be unwell, or if TEA has reason to believe that the Student has been in contact with or has been exposed to another Student or person who is harbouring or is suspected to harbour the agents of an infectious disease; and
- (d) amend or vary timings, availability, venues, content and specialist trainers according to programme priorities and student needs.

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The Eton Academy may at its discretion, where feasible, will inform the Client, Parent and/or Student of any of the above changes.

7. The Eton Academy does not guarantee that a Student will be able to attend any particular class or timeslot or to receive classes from any particular Staff. The Eton Academy reserves the right to place a Student in an appropriate class or timeslot (in its absolute discretion) depending on the availability of classes, the class capacity, available Staff and/or The Eton Academy's assessment (in its absolute discretion) of the suitability of the Student in ability, conduct, temperament or any other particular reason for any particular class.

8. The Student shall not be entitled to receive any course materials for any classes which he or she has not registered and paid for. In the event that the Student commences classes mid-way during any programme or Term, the Student shall be entitled to receive course materials used or distributed from the date on which the Student begins attending the classes.

**9. Fees for unattended lessons are strictly not refundable.**

Students may be offered, subject to availability and at The Eton Academy's sole discretion, up to a **maximum of three (3) replacement classes each Term** ("Replacement Quota"). With respect to the Holiday/Special Programmes, requests made for replacement classes will be decided on a case-by-case basis subject to availability and at The Eton Academy's sole discretion. In the event that it is not possible to arrange a replacement class due to a lack of vacancies in other classes, the class fees for the class missed shall not be refunded or pro-rated. This clause shall apply notwithstanding that the Student has valid reason(s) for missing the class. The Eton Academy will provide the Student with the Course Materials for the particular class which the Student failed to attend the following week.

10. There will be **no classes held on (i) public holidays** (whether general, gazetted or otherwise declared or observed in Singapore), (ii) if a public holiday falls on a Sunday, the day next following (not being itself a public holiday), or (iii) such other days as designated by The Eton Academy as a non-schooling day for any reason (including without limitation weather/emergency/safety reasons, for the purposes of school retreats/excursions or other administrative nonworking days etc.).

Unless otherwise indicated, replacement classes will be scheduled for the classes that fall on a public holiday. If the Student is not able to attend the designated rescheduled class, he or she should arrange for a replacement class. This will not be counted towards the Replacement Quota. No refund of class fees will be given in lieu of any classes which would otherwise have been held but for the same.

### Payments and Refunds

11. In consideration of The Eton Academy providing the Services to the Student, the Client shall pay the applicable fees, together with the applicable Goods & Services Tax ("GST") or any other tax that may be levied by the Government of Singapore from time to time.

12. The applicable fees will be reviewed from time to time and may be increased or decreased by such amount as The Eton Academy, in its sole discretion, deems fit.

13. New Clients, Parents and/or Student undertakes to pay the applicable course fees, including the deposit if applicable, upon signing the Registration Form and in any event within seven(7) working days from the date of the invoice issued by The Eton Academy. Existing Client, Parents and/or Student undertakes to pay all other applicable fees to The Eton Academy within seven(7) working days from the date of the invoice issued by The Eton Academy.

14. Should a student make payment for a class that is of a lower fee and transfers to a class of the same subject with a higher fee, a top up of the fee difference shall be paid. No refund of fees paid will be made if the student has paid for a class with a higher fee and transfers to a class of the same subject with a lower fee.

15. A Student cannot commence or continue classes with The Eton Academy whilst any fees are outstanding and unpaid. A Student's place in any particular Holiday Programme and/or Special Programme shall not be confirmed until and unless full payment of all applicable fees is received by The Eton Academy

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16. Payments to The Eton Academy may be made by any of the following methods:

- a. PayNow
- b. Credit card/ Debit Card payment transactions are accepted at applicable payment gateway charges
- c. NETS payment

17. In the event that a Student commences lessons after the Term has commenced, fees for the current and following Term are payable within seven (7) days of The Eton Academy 's confirmation of available vacancy in the relevant class. The Eton Academy reserves all rights not to accept the Student and/or to cancel or terminate any classes for which payment has not been made by the prescribed due date.

18. **Strictly no mid-term withdrawals are permitted.** Fees paid for the Regular Programmes, Holiday Programmes or Special Programmes are strictly non-refundable following confirmation from The Eton Academy that such fees have been duly received by them. For the avoidance of doubt, TEA shall be under no obligation to refund any fees paid in the event that a decision is made by the Student or Parent to withdraw from TEA at any time before or after the commencement of each Term, Holiday Programme or Special Programme (as the case may be), but after confirmation of payment has been issued by TEA.

19. Unless otherwise stated, all applicable fees paid are strictly non-refundable and the credit therein is non-transferable to any third party or other Student. The provisions of this clause shall have effect notwithstanding that the relevant class has not commenced or that the Student has not attended any classes.

20. The Eton Academy may in its sole discretion, deem that the Client is eligible for a refund of any applicable fee paid or part thereof and in such event, The Eton Academy will pay the refund via PayNow and the Client is responsible for providing accurate information.

21. A registration fee of S\$50.00 (before GST) for Regular Programmes is payable upon registration by Client, Parents and/or Student in respect of Students who are not existing students of TEA. The amount of registration fee is subject to change at any time and without prior notice, and is strictly non-refundable in any circumstance.

A deposit of Singapore dollar \$75.00 per subject for Regular Programmes shall be payable upon registration and is refundable provided that all the following conditions are fulfilled to TEA's satisfaction:

- a. **one calendar month's written notice of withdrawal** is given to TEA before the last day of the Term. In the event that less than one calendar month notice is given, TEA shall not be obliged to refund any part of the deposit;
- b. a duly completed withdrawal notification is submitted to TEA no later than one (1) calendar month before the last day of the Term;
- c. there are no other outstanding payments. In the event that there are outstanding payments, the deposit will be used to offset the outstanding liability before the balance of deposit (if any) may be refunded. The amount of deposit is subject to change at any time and without prior notice.

For the avoidance of doubt, no deposit is payable in respect of registration for Holiday Programmes or Special Programmes.

### Intellectual Property & Media Rights

22. The Client, Parents and Student shall have no right to use any trademark owned or used by The Eton Academy, and further undertake not to share, sell, record, reproduce, make copies or allow copies to be made of materials and/or documents used during lessons.

23. Any reproduction or disclosure of such materials and/or documents shall require the prior written consent of The Eton Academy.

24. Any unauthorised use, sharing, sale, copying, recording, reproduction or disclosure of Course Materials and/or documents shall be valid grounds for the suspension or termination of a Student.

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25. The Eton Academy reserves all rights and interests in any intellectual property created arising as a result of the work or actions of the Student in conjunction with any of The Eton Academy 's staff and/or other students for a purpose, event, course and/or activity associated with or offered by The Eton Academy. Any use of any such intellectual property rights by a Client, Parents and/or Student is subject to the prior written consent of The Eton Academy upon such terms and conditions as may be specified by The Eton Academy. The Eton Academy may, at its discretion, allow the Student's role in creation/development of intellectual property rights to be acknowledged.

26. The Client, Parents and Student consent to The Eton Academy using the Student's name, work, academic records, photographs, audio/visual recordings and other material for promotional and other purposes such as publicising The Eton Academy and its students' accomplishments to internal and external audiences, including in print and online, whether during the course of the Student's enrolment with The Eton Academy or thereafter.

- A. The Eton Academy uses an online portal for educators and parents to jointly view and contribute to their child's education journey in a secure, private and interactive environment. Teachers will be using this portal to document and share the learning experiences of your child in school. Photographs / information / footage captured by The Eton Academy staff may include other individuals, for example, other children interacting with your child which the Client, Parents, Child undertake not to share or distribute these photos in the interests of other children's privacy.

### **Personal Data Protection and Privacy Policy**

27. The Client, Parents and Student consent to the collection, use and disclosure of their Personal Data for the registration and continued enrolment of the Student in The Eton Academy and such other purposes as described in The Eton Academy's Privacy Policy (as amended, varied, updated or supplemented from time to time), a copy of which is attached to these Terms & Conditions and may additionally be found online at <https://www.theetonacademy.edu.sg/pdpa>

### **Liability for Injury**

28. In consideration of The Eton Academy providing the Services to Students at its premises, the Client, Parents and Student hereby agree to undertake all the risk and liability arising from any use of the premises and, to the fullest extent permitted by law, neither The Eton Academy nor its Staff shall be liable for any loss, damages, expenses, personal injury or death of any person which may arise as a result of the Client's, Parents' or the Student's use of the premises whether direct or indirect and whether reasonably foreseeable or not, unless such personal injury or death is directly caused solely by the negligence of The Eton Academy and not attributable at all to any fault, negligence or lack of care on the part of the Client, Parents or the Student.

29. The Client, Parents and Student shall be responsible for the security, safety and use of their own personal property on The Eton Academy's premises, and The Eton Academy shall not be held liable for hurt, injury, loss or damage to the Client, Parents and Student and any of their personal property arising there from.

30. The Client, Parents and Student shall be solely responsible for the medical, allergies, dietary or any other special conditions or needs (whether physical, mental or emotional) of the Student. The Eton Academy accepts no responsibility for ensuring that the Student complies with or obeys any restriction in respect of and/or is provided with any item or accommodation or does or is prevented from doing anything in respect of the same nor does The Eton Academy accept any responsibility in respect of any hurt, injuries or illness to the Student arising there from.

31. The Eton Academy accepts no responsibility whatsoever for the custody or care of any Student whether the Student is travelling to, attending or leaving The Eton Academy's premises for the purposes of the Services. It is the responsibility of the Client and/or Parents to ensure that the Student is sent to, attends at and leaves The Eton Academy's premises in a timely, safe and orderly fashion.

### **Limitation of Liability**

32. Notwithstanding anything to the contrary in the Contract:

- a. The Eton Academy's sole liability and the maximum extent of such liability (if at all The Eton Academy's liability is established) to the Client, Parents and/or Students and the Client, Parents and/or Student's sole remedy for

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damages from The Eton Academy (whether in respect of one claim or a series of connected claims) howsoever caused arising out of the furnishing or the failure to furnish or to adequately furnish the Services or in respect of any obligation of The Eton Academy under or arising out of the Contract and the provision of the Services is limited to the aggregate sum of all payments of fees made by the Client for the material Term or the Holiday Programme or Special Programme in respect of which such liability arose;

b. The Eton Academy shall in no event be liable to the Client, Parents and/or Student for any special, incidental, indirect, consequential or punitive damages, or any loss of profits, opportunity, savings, revenues, business, goodwill or information, whether in contract or in tort or under any other cause of action absolutely, and whether or not caused by acts or omission or negligence of The Eton Academy or its Staff, and regardless of whether such damages are foreseeable as at the date the Contract was entered into or from time to time.

### Indemnity

33. The Client shall:

a. indemnify, defend and hold harmless The Eton Academy and its Staff from and against all loss, claims, demands or causes of action and any liabilities, damages, costs or expenses resulting therefrom (including expenses and legal fees on an indemnity basis) caused by, arising out of or relating to the breach of or noncompliance with any terms of the Contract and these Terms & Conditions on the part of the Client, Parents and/or Student or arising out of any wilful default, misconduct or negligence on the part of the Client, Parents and/or Student; and

b. indemnify The Eton Academy against any loss, cost, claim and expense (including legal costs on any indemnity basis) that The Eton Academy may suffer or incur in protecting or enforcing any rights of The Eton Academy under this Agreement against the Client, Parents and/or Student.

### Force Majeure

34. The Eton Academy shall not be liable if it is prevented or hindered from carrying out its obligations to the Client, Parents and/or Student by reason of a Force Majeure event beyond The Eton Academy's reasonable control and The Eton Academy shall be released from such obligations to the extent that The Eton Academy is affected by the circumstances of the Force Majeure event and for the period during which those circumstances exist.

35. For the purposes of this clause, "Force Majeure" shall mean any of the following events: a) war, invasion, rebellion, revolution, insurrection or civil war; b) act of Government; c) earthquakes, fire, lightning, storms, floods, haze or any other occurrence caused by the operation of the forces of nature; d) strikes, lockouts, boycotts or labour disputes; e) terrorism, sabotage or arson; f) epidemic or infectious disease; or g) any other event similar to any of the foregoing or any other event beyond the control of The Eton Academy.

### No Warranty

36. The Eton Academy does not warrant or guarantee that any Services or any assigned teacher or any course, workshop, class or programme developed and/or conducted by The Eton Academy will help improve the Student's academic or other performance and the Client, Parents and/or Student hereby irrevocably agree and undertake to fully waive and indemnify The Eton Academy and its Staff against all consequences arising from any act or omission on the part of The Eton Academy, including without limitation any act or omission in respect of The Eton Academy's conduct of classes, allocation of Staff and students, Holiday Programme and Special Programme materials and conduct of Staff, other students and parents.

### Communications

37. For the purposes of the provision of the Services and/or any matter relating to the Student:

a. The Eton Academy and is entitled to communicate with and take instructions from the Client and all parties who have signed the Registration Form indicating that they are a contact person unless notice in writing to the contrary is subsequently given by the Client;

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b. The Eton Academy is entitled (but is not otherwise obliged) not to communicate or correspond with any person or party (including a Parent) who has not signed the Registration Form indicating that they are a contact person or who has not otherwise subsequently been expressly authorised in writing by the Client; and

c. where The Eton Academy deems it necessary in the case of urgency or for the purposes of an emergency, The Eton Academy will contact and communicate with any contact person or party whose details or particulars are known to The Eton Academy .

38. It is the responsibility of the Client and Parents to update The Eton Academy in a timely manner in respect of any change in status or particulars of the Client, Parents and/or the Student. The Client/Parents may do so by obtaining, completing and submitting the appropriate particulars forms available from The Eton Academy.

39. Unless otherwise provided for to the Contract, notices which the Client, Parents and/or Student are required to give to The Eton Academy under the Contract must be in writing, addressed to “The Eton Academy” and sent to 8 Stevens Road, Singapore 257819.

### **Determinations**

40. The Eton Academy shall be empowered and entitled to make any determination or issue any notification concerning any matters in relation to the Contract and the provision of the Services (including the manner in which the Services are provided and/or the suspension and/or termination of the Services to any Client or Student) which shall (in the absence of manifest error) be conclusive evidence as to that matter and shall be binding on the Client, Parents and/or Student.

### **Confidentiality**

41. The Client, Parents and Student shall treat and keep all Terms & Conditions of the Contract and any matter relating to the provision of the Services and all matters or disputes arising out of or in respect of the Contract and/or the provision of Services strictly private and confidential and shall not under any circumstances directly or indirectly through any other person disclose, communicate or publish the same to any third parties (unless required by regulatory or judicial authorities and/or with the express prior written consent of The Eton Academy) and shall indemnify The Eton Academy against any breach of or default in respect of the same.

42. Under no circumstances shall The Eton Academy be required to disclose to the Client, Parents, Students or any other party any Personal Data (as defined in the Personal Data Protection Act 2012), personal information, details or particulars, confidential information or the identities of other students, parents, Staff or third parties.

### **Entire Agreement**

43. The Contract (comprising these Terms & Conditions, the The Eton Academy Privacy Policy and the Registration Form) shall constitute the entire agreement between the parties and shall supersede any other prior agreements, either oral or in writing, between the Client and/or the Parents and/or the Student and The Eton Academy. The Client, Parents and Student acknowledge that no representation, inducements, promises or agreements, orally or otherwise, have been made by THE ETON ACADEMY which are not embodied herein.

### **Severability**

44. Any term, condition, stipulation, provision or undertaking in the Contract which is or may become illegal, void, prohibited or unenforceable in any respect under any law shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability but shall not otherwise invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision or undertaking contained in the Contract.

### **Third Party Rights**

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45. Save for Staff, a person who is not a party to the Contract has no rights under the Contracts (Right of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of the terms of the Contract.

### **Governing Law and Dispute Resolution**

46. The Contract shall be governed and construed in accordance with the laws of the Republic of Singapore.

47. Any dispute arising out of or in connection with the Contract must first be negotiated in good faith between the parties with a view to a resolution of such dispute. Each of the parties hereto irrevocably agrees that, if the dispute is not resolved within 30 days of the date of the dispute first arising, the courts of Singapore shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Contract and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

48. All disputes and the resolution of such disputes (whether conducted through negotiation, litigation or otherwise) shall be strictly private and confidential between the parties.

### **Students with Special Education Requirement(s)**

49. The Eton Academy must be informed of any academic, physical or behavioural issues relating to the Student prior to registration. In such cases, all relevant supporting documentation will be requested. Where necessary, further documentation or evaluation may be required. Failure to inform The Eton Academy of any relevant issues may affect the enrolment of the Student.

50. Where a Student with a special education requirement (as determined by The Eton Academy or the Parent) is enrolled in The Eton Academy, subsequent ongoing placement will be based upon The Eton Academy's assessment of the Student's ability to continue to function independently (or with Student-funded support personnel) within the school's regular programme and with positive outcomes for the learning and well-being of other children.

51. A provisional or, in the case of behavioural issues, a probationary placement may be offered to a Student with a special education requirement (as determined by The Eton Academy or the Parent). In such cases, The Eton Academy may require the enrolment of the Student to be terminated if this is considered to be in the best interests of the Student and/or of the school community as a whole.



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### Schedule A (The Eton Academy's Privacy Policy)

#### PRIVACY POLICY

This Privacy Policy relates to personal information collected and the circumstances under which it may be used or disclosed by The Eton Academy.

The Eton Academy is committed to respect your privacy and we aim to maintain a high level of trust with all clients and prospective clients by adhering to the principles of applicable data protection and privacy laws in each country of operation.

#### Types of Information Collected and Used

The Eton Academy collects personal information so that we can provide an experience that is responsive and customised to your needs.

Examples of personal information we collect include:

- a. Personal data about you and your family members, which may include names, identification particulars, contact details, preferences, health information, family background, educational information, demographic data, payment details and transaction history;
- b. Information and data generated in the course of any continual relationship with The Eton Academy, for example, instructions given by you to arrange class enrolments, transfers, replacements, withdrawals, and other information and records you choose to provide by various modes of communication including mail, telephone, SMS, fax, email, internet and market research;
- c. Information from cookies, other technologies deployed for the analysis of website usage or other information technology applications used by The Eton Academy.

#### Purposes for which Information is Collected, Used and Disclosed

The Eton Academy collects personal information from you, your family members, your authorised representatives, publicly available sources, our website, mobile services and other channels including emails, phone conversations and face-to-face interactions with our employees, officers and directors.

The purposes (collectively referred to as "Allowed Purposes") for which The Eton Academy collects, uses and discloses personal information include:

- a. To provide, operate and administer The Eton Academy products and services, or to process applications for The Eton Academy products and services, business or financial transactions, and to maintain service quality levels and train staff;
- b. To provide product-related services and support, including the provision of administrative support, technical assistance and customer alerts;
- c. To facilitate operational processes including but not limited to student profile assessments, class and student management, payment administration and statistical analysis;
- d. To maintain accurate client information and enable customised experiences that meet your preferences and needs;
- e. To manage The Eton Academy's relationship with you, which may include providing information on The Eton Academy's products and services, where specifically consented to or where permissible under applicable laws and regulations;
- f. For marketing and communication; Sending you marketing information about our services, including but not limited to cross-marketing between THE ETONHOUSE INTERNATIONAL EDUCATION GROUP entities and notifying you of our marketing events, initiatives and promotions;
- g. For use in promotional and marketing material distributed by THE ETONHOUSE INTERNATIONAL EDUCATION GROUP whether online or offline, including but not limited to posts on social media, print or electronic copies of newsletters and brochures, promotional video advertisements and print advertisements;
- h. To facilitate product development and service refinements via customer feedback, data analysis and market research;

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- i. To perform internal management, to operate management information systems, to carry out and enable internal and external audits;
- j. To monitor and record calls and electronic communications with clients for record-keeping, quality control, training and case investigations;
- k. To enforce or defend the rights of The Eton Academy, its employees, officers and directors;
- l. For safety, legal and regulatory compliance; and
- m. Purposes relating directly thereto.

The Eton Academy may disclose personal information for any of the Allowed Purposes to:

- a. Professional advisors, third party service providers, agents or contractors engaged to support The Eton Academy's business operations under a duty of confidentiality;
- b. Any person or entity which is part of The Eton Academy although only to the extent necessary to fulfil the Allowed Purpose;
- c. Any person to whom disclosure is required under applicable laws or regulations;
- d. Any court, tribunal, regulator, or other authority to whom disclosure is necessary under applicable laws or regulations.

If The Eton Academy needs to use your personal data for any other purposes, we will notify you and obtain your consent beforehand. You will be given the opportunity to withhold or withdraw your consent for the use of your personal data for these other purposes.

### **Transfer of Information**

Personal information may be transmitted to data storage facilities outside Singapore. Regardless of the location where personal information is transferred or stored, The Eton Academy will make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to your personal information. Please note, however, that we cannot be held responsible for unauthorised or unintended use, access or disclosure that is beyond our control.

### **Retention of Information**

We retain personal information in accordance with legal, regulatory, business and operational obligations.

### **Right of Access**

You have the right to request a copy of your personal information held by us and to request for any inaccurate personal information to be rectified. A request can be submitted in writing, by mail or email (details in the "Contact Us" section).

Please note that we may be prevented by law from complying with any request that you may make. We may also decline any request that you may make if the law permits us to do so.

The Eton Academy reserves the right to charge an administrative fee for providing a copy of your personal information. If a fee is to be charged, we will inform you of the amount beforehand and respond to your request after payment is received.

### **Consent**

This Policy applies to all personal data that you may provide to us and the personal data we hold about you. By providing us with your personal data or by accessing, using or viewing the applicable website or any of its services, functions or contents (including transmitting, caching or storing of any such personal data), you shall be deemed to have agreed to each and all the terms, conditions, and notices in this Policy.

You may submit a request to withdraw your consent at any time by contacting us in writing, via mail or email.

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Do note, in many circumstances, we need to use your personal data in order for us to provide you with products or services which you require or have requested. If you do not provide us with the required personal data, or if you do not accept the amended Policy or withdraw your consent to our use and/or disclosure of your personal data for these purposes, it may not be possible for us to continue to serve you or provide you with the products and services that you require or have requested.

### **Disclaimer**

To the maximum extent permitted by law, we shall not be liable in any event for any special, exemplary, punitive, indirect, incidental or consequential damages of any kind or for any loss of reputation or goodwill, whether based in contract, tort (including negligence), equity, strict liability, statute or otherwise, suffered as a result of unauthorised or unintended use, access or disclosure of your personal data.

### **Updates to the Privacy Policy**

The Eton Academy reserves the right to amend and vary the terms of this Privacy Policy at any time and will provide the updated Policy on our website. The use or continued use of any of The Eton Academy's services shall be deemed as your agreement and consent to be bound by our Privacy Policy.

### **Governing Law**

This Policy is governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Courts of Singapore in any dispute relating to this Policy.

### **Contact Us**

Feel free to contact us for any enquiries, requests and feedback.

By Mail: Personal Data Protection Officer  
The EtonHouse International Education Group  
8 Stevens Road, Singapore 257819