



SKY PILATES PTE LTD, SKY PHYSIOTHERAPY PTE LTD AND SKY MOVEMENT EDUCATION PTE LTD'S TERMS OF USE OF WEBSITE

Sky Pilates Pte Ltd, Sky Physiotherapy Pte Ltd and Sky Movement Education Pte Ltd (individually referred to as "**Sky Pilates**", "**Sky Physiotherapy**", "**Sky Movement**", their affiliates, members, officers, directors, trustees, shareholders, employees, independent contractors, instructors/teachers, licensees, licensors, subcontractors, representatives, consultants, advisors, attorneys and agents (current and past), suppliers, distributors, subsidiaries and affiliates, collectively "**Sky**", "**we**", "**us**" or "**our**" as the context may require) provide movement and wellness and rehabilitation goods and services, as well as movement, wellness and rehabilitation related education and training services to you when you (a) visit our centre ("**our centre**") in person, (b) visit our website www.skypilates.com and other websites or software which currently exist or may exist or be created by us in the future, associated widgets, mobile applications and other distribution platforms operated by Sky ("**our website**"), (c) use any branded or mobile application created by or belonging to us ("**Sky app**") (collectively "**our platforms**"), as well as any other related goods and services that refer or link to these terms ("**Terms**"), (collectively "**Services**").

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1. AGREEMENT TO OUR TERMS

1.1 These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”, “**your**”), and Sky, and concerning your access to and use of the Services. If you access our Services, you are deemed to have read, understood and accepted and shall thereby be legally bound by these Terms, our Privacy Notice or any of their parts thereof. You should print a copy of these Terms for future reference. Our platforms may not be used in any way that is not expressly permitted by these Terms and our Privacy Notice. You consent to enter these Terms electronically and to storage of records related to these terms in electronic form. If you do not agree, you are expressly prohibited from using the Services and you shall discontinue using our Services immediately. We are more than happy to answer any questions you have about our policies. Please contact us if you have questions.

1.2 Supplemental terms and conditions or documents that may be posted on our platforms and/or the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Services after the date such revised Terms are posted.

1.3 These Terms are a legal agreement between you and Sky and contain important information regarding your legal rights, remedies and obligations. By your use of and access to our platforms and/or Services, you: (a) acknowledge you have read, understand, and agree to be bound by these Terms; (b) agree to comply with all applicable laws, rules and regulations with respect to your use of our platforms and/or Service; and (c) represent you are an adult at least eighteen (18) years of age and have the legal capacity to enter into contracts in the jurisdiction where you reside.

1.4 The information provided when using our platforms and/or Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access our platforms and/or the Services from other locations do so on their own

initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1.5 Our platforms and/or Services are not tailored to comply with industry-specific regulations (e.g. Health Insurance Portability and Accountability Act (HIPAA)) so if your interactions would be subjected to such laws, you may not use our platforms and/or Services. You may not use our platforms and/or Services in a way that would violate any act prohibiting the same.

2. YOUR PRIVACY

We care about data privacy and security. Please review our Privacy Notice here: <https://skypilates.com/privacy-policy/> ("Privacy Notice"). Our Privacy Notice also governs your use of our platforms and our Services and constitutes a part of these Terms. By using our platforms and the Services, you hereby represent that you have read, understood and agree to be bound by our Privacy Notice, which may be amended from time to time.. You hereby acknowledge and agree that personal data relating to you (including without limitation any personal data which you provide to us at the time of registering your account with us and any Payment Card details) may to the extent that it is reasonably necessary in connection with our platforms and/or Services be collected, processed and used by Sky and be disclosed in accordance with our Privacy Notice.

3. CONFIDENTIALITY

3.1 We shall at all times keep confidential and not disclose to any third-party confidential information except as permitted by this Clause and for the purposes of performing our obligations under these Terms, and agree to protect the confidential information with security measures and a degree of care that would apply to its own confidential information.

3.2 Notwithstanding the foregoing, Sky may disclose confidential information: (1) to our affiliates, third-party platforms and and third-party payment providers; (2) to its officers, directors, employees, auditors, advisors, subcontractors and other persons providing services to it where (provided that such person is under a duty of confidentiality in relation to the confidential information, professional, contractual or otherwise) to the extent necessary for Sky to perform its obligations under these Terms; (3) where requested or required by law, regulation and/or any court of competent jurisdiction or any competent banking, taxation, judicial, governmental, supervisory, regulatory or equivalent body; and (4) to any other person where necessary for the performance of its obligations under these Terms with your consent.

4. NO MINORS ARE PERMITTED TO USE OUR SERVICES

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for our Services. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the Services. Children under 13 years are not permitted to use

our Services. You are responsible for any and all account activity conducted by a minor on your account. Sky reserves the right to terminate or cancel any account created by anyone under 18 years of age.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Our Intellectual Property

5.1.1 Sky is the exclusive owner or licensee of all the content and materials on our platforms ("**Content**," as defined in this paragraph), and of all related intellectual property rights therein, including, but not limited to, all copyrights, moral rights, trademark and patent rights (the "**IP**"), except as to those rights which have been granted by IP holders. Our Content includes, but is not limited to, all features, functions, services, software, algorithms, designs, objects, documentation, know-how, code, data, art, graphics, animation, photographs, illustrations, images, maps, plans, logos, text, music, sound effects, audio and/or audio-visual elements, videos, domain names, downloadable materials, look-and-feel, design, layout, organisation, presentation, user interface, navigation, stylistic convention and other distinctive brand features of our platforms and all literary, artistic, musical works and all works in any media or format whether relating to activities, programmes, products and/or Services offered by Sky.

5.1.2 All trademarks, trade names, copyrights, logos and service-marks (collectively, "**Marks**") related to our IP are our exclusive property. Unauthorised use of any of the Marks or of any word, term, name or symbol that is likely to cause confusion or mistake with respect to your connection or association with us, or our approval or sponsorship of your products or services, or that is likely to dilute any of our Marks is strictly prohibited by law. All third party IP that appears in or on our platforms is the property of their respective owners.

5.2 Your Use Of Our Services

5.2.1 On condition of your acceptance of these Terms, we grant you a non-exclusive, limited, non-transferrable, non-sub-licensable, freely revocable licence to use our platforms solely to access the Services and its Content for your personal, non-commercial use only. We reserve all rights not expressly granted herein. We also reserve the right to terminate your licence to use our platforms at any time, for any or no reason and, at our discretion, to charge to access and view certain parts of our platforms.

5.2.2 You do not acquire any ownership interest in any IP or the Marks by your use of our platforms, including any IP and/or Marks we have received authorization to use. You may not use, reproduce, copy, modify, edit, distribute, transmit, adapt, reformat, create works from, display, perform, publish, licence, sell or otherwise exploit, through any means or media, any of our IP or Marks or any of our Content or Services.

5.2.3 Except as otherwise expressly provided and agreed to in writing by us, you are strictly prohibited from using, uploading, downloading, recording, copying, reproducing, re-publishing, transmitting, communicating, distributing, disseminating, decompiling,

disassembling, modifying, adapting in any way, the Content or any part thereof. We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

5.2.4 Any breach of these IP Rights will constitute a material breach of our Terms and your right to use our Services will terminate immediately.

5.3 Your Submissions

5.3.1 In the event you have our consent or are allowed to post, upload or otherwise make publicly available on our platforms your own material, text, graphics, sound recordings, videos, original content (including feedback, ratings, comments, ideas and suggestions) ("**Submission/s**"), You acknowledge that you are responsible for any Submission you may submit to Sky via our platforms, including the legality, reliability, appropriateness, originality, and copyright of any Submission.

5.3.2 You represent and warrant that you own or otherwise control all the rights to the submissions you post/publish, that you are authorised to publish the Submissions, and that you are authorised to permit (and do permit) us to publish the Submissions and exploit all intellectual property rights in and to your Submissions. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Submissions.

5.3.3 You further represent and warrant that your Submissions are accurate and do not constitute confidential information; that use of the content you supply does not violate any provision of these Terms or our Privacy Notice, and will not cause injury to any person; and that you will indemnify Sky for all claims arising from your Submissions.

5.3.4 You hereby grant to Sky and our respective assignees a worldwide, non-exclusive, unrestricted, sublicensable, transferable, assignable, royalty-free, fully-paid, perpetual, irrevocable right and licence to use, copy, reproduce, edit, transmit, translate, distribute, adapt, reformat, create derivative works from, publicly perform, publicly display and licence, digitally perform, make, have made, sell, offer for sale or any other commercial purpose, your Submissions in any and all media and means of communication, now known or hereafter developed, and to use your name and IP in connection therewith. We have no obligation of confidentiality, express or implied, with respect to your Submissions.

5.3.5 No compensation or reimbursement of any kind will be paid with respect to our use of your Submissions. Moreover, in no circumstances will we be liable to you for the use of any of your Submissions.

5.3.6 You also agree we are not and cannot be responsible for maintaining any Submissions, we cannot control what other users do with your Submissions, and we may delete or destroy any Submissions at any time at our sole and absolute discretion without notice to you. We do not routinely utilise the right to monitor Submissions and do so only in cases needed to enforce these Terms and our Privacy Notice.

5.3.7 If you post a Submission and want us to remove it from our platforms, please contact us at info@skypilates.com. We will take reasonable efforts to remove the Submission upon

receiving a sufficient request, but we cannot ensure complete or comprehensive removal of the entire Submission.

5.3.8 Information and content submitted by users for publication does not reflect the views of Sky. The fact that we permit Submissions on our platforms does not warrant the validity, reliability, accuracy, timeliness, or legality of that content.

5.3.9 Any questions, comments, suggestions, feedback and/or information which is sent to us via our platforms will be deemed to have been provided voluntarily on a non-confidential and non-proprietary basis. Sky reserves the right to use, reproduce, disclose, transmit, publish, broadcast and/or post elsewhere on the internet or on any written form, such information, including but not limited to, disclosing such information to its affiliates in connection with the development, marketing, manufacturing of products and services.

5.3.10 IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION, PLEASE DO NOT SHARE, SUBMIT OR POST ANY SUBMISSION ON OR THROUGH OUR PLATFORMS.

6. LAWFUL USE

6.1 You must only use our platforms and the Services for lawful purposes, and you must not use them in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Services.

6.2 Further, you agree that your use of the Services is solely for private and personal purposes. You further warrant and represent that you will not engage in any of the following activities, some of which may also expose you to civil and/or criminal liability:

6.2.1 Submissions

- You agree not to post any sweepstakes, contests, or lotteries, or any Submissions otherwise related to gambling;
- You agree not to post any Submissions that falsely express or imply endorsement by us;
- You agree not to post any Submissions of a commercial nature (including advertising, promotional materials, spam, junk mail, pyramid schemes, or any other form of unauthorised solicitation), including but not limited to: (i) offering to third parties a service of your own; (ii) reselling, or offering to rent or lease our Services; and/or (iii) offering our Services to the public via communication or integrate it within a service of your own, without our prior written consent;
- You agree not to post Submissions that: (i) are unlawful, violent, inflammatory, intimidating, harmful, harassing, stalking, fraudulent, threatening, abusive, libellous, defamatory, vulgar, obscene, hateful, discriminatory, or otherwise infringes on our or any third party's intellectual property or other rights, including privacy rights; (ii) are derogatory or harmful to our reputation; (iii) are harmful to children in any manner; (iv) discriminate against any individual; (v) personally identify any other person without obtaining such person's express advance written consent to the disclosure of his or her personal information; and/or (vi) encourage criminal behaviour or conduct

that would constitute a criminal offence under any law, or could give rise to civil liability or other lawsuit;

- You agree not to use an inappropriate username or screen name.

6.2.2 No False Information

- You agree not to submit or use false or misleading information, impersonate any person or entity, or misrepresent your affiliation with any other person or entity, whether actual or fictitious, including anyone from our platforms or any person or entity otherwise affiliated with us;
- You agree not to mislead, defraud or trick us or any user for any purpose, including to learn sensitive information about any user or his/her/its account(s), including usernames, passwords and/or other information, including personally identifiable information;
- You may not use a false email address or other identifying information, impersonate any person or entity, or otherwise mislead as to the origin of any content.

6.2.3 Unauthorised Access and Use of the Site

- You agree not to exceed your authorised access to any portion of our Services;
- You agree not to use our platforms or and/or Services in any manner that could interrupt, restrict, inhibit, damage, disable, overburden or impair our platforms or interfere with any other user's use and enjoyment of our platforms, including, but not limited to, sending chain letters, pyramid schemes, spam, mass unsolicited messages, or "flooding" servers;
- You agree not attempt to (or encourage or support anyone else's attempt to) hack, circumvent, reverse-engineer, decrypt, attack, copy, modify, adapt, disassemble, decompile, translate or alter our website (or any database or server connected to our platforms) or any portion thereof, or obtain or attempt to gain unauthorised access to our platforms, our computer systems, source code or structure, sequence, or organisation of our platforms;
- You agree not to interfere or attempt to interfere with the proper working of or activities conducted on our platforms, or bypass any measures we may use to prevent or restrict access to our platforms;
- You agree not to use our platforms to violate the security of any computer network or transfer or store illegal material;
- You agree not transmit, disseminate, post or use any spam, malware, viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or other objectionable materials, or any other malicious or invasive code, files or program or upload or transmit (or attempt to do so) any material that acts as a passive or active information collection or transmission mechanism, including but not limited to, clear graphics interchange formats, pixels, web bugs, cookies and/or similar devices;
- Other than as the result of standard search engine or Internet browser usage, you agree not to use or launch, develop or distribute any automated system, including,

- but not limited to, any spider, robot, bot, cheat utility, scraper or off-line reader that accesses our platforms, or use or launch any unauthorised script or other software;
- You agree not to remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained in or on our platforms or any of its Content or any of our code embedded in or embeddable on our platforms or on a third party website;
 - You agree not to use our Services in violation of the intellectual property (including but not limited to copyright and trademark), contractual, personal, or other proprietary or legal rights or our rights or those of any third party;
 - You agree not to obscure or cover any notice, banner, advertisement or other branding on our platforms.
 - You are prohibited from, and expressly agree that you will not: (i) circumvent or disable any content protection system, digital rights management technology, user and/or country limitations or any other technology used with any Services; (ii) decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form; (iii) remove identification, warnings, disclaimers, disclosures, copyright or other proprietary notices in or on the Services; (iv) access or use any Services in an unlawful or unauthorised manner or in a manner that suggests an association with our Content, products, services or brands, unless you have an executed agreement with us that allows for such activity; (v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Services or any part thereof, except as expressly authorised in these Terms or as part of the Services provided to you; (vi) introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Services or connected network, or interfere with any person or entity's use or enjoyment of any Services; (vii) access, monitor, or copy any element of the Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or (viii) sell, resell, or make commercial use of the Services, unless you have an executed agreement with us that expressly allows for such activity.

6.2.4 Rights of Others

- You agree not to engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, "screen scrapping," "database scraping," or any other activity whose purpose is to obtain lists of users, their personally identifiable information or any other information we maintain about visitors to our platforms;
- You agree not to collect, use, seek to use or store personal data about anyone or personally identifiable information of any user or any individual associated with us in any manner, not approved in writing in advance by that individual; and
- You agree not to violate any of these Terms, our Privacy Notice or any national or international law, rule or regulation or any rules of conduct posted with respect to any individual feature of our platforms or that of any third providers to whose site we link.

6.3 The foregoing examples of unlawful activity are made solely for illustrative purposes and do not constitute an exhaustive list of restricted or prohibited activities. We may delete

any Submissions and/or terminate your access to our platforms, our Content and/or our Services if you or your Submissions violate these Terms or our Privacy Notice or you engage in a commission or omission that may be harmful to our platforms, other users or us. The provisions of this Clause are made in addition to any rights afforded to us by any law.

7. USER REPRESENTATIONS

7.1 By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (6) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Services for any illegal or unauthorised purpose; (8) You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, image, photo or likeness, or if applicable, provide false details for a parent or guardian; and (9) your use of the Services will not violate any applicable law or regulation.

7.2 You agree that we may take steps to verify the accuracy of information you provide. You shall inform us immediately of any changes to the information that you provide when registering. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). If your account is terminated for cause, you are not entitled to any refund for any amounts paid to Sky for any Services.

8. USER REGISTRATION

8.1 You may be required to register to use our platforms and/or the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

8.2 You are responsible for all activities under your account that you can reasonably control. You may not share your password or other login information with any person; any use of your account by any person other than yourself is grounds for suspension or termination of your account. You agree to promptly notify us of any unauthorised use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Services. You agree not to use the account, username or password of any other account holder at any time. Sky will not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge and/or your failure to comply with this clause.

8.3 You acknowledge and agree that Sky may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to your requests for customer service; or (d) protect the rights, property or personal safety of Sky, the other users of the Services, and the public. However, under no other circumstances will Sky intentionally disclose your account information to any third party except as otherwise provided in our Privacy Notice.

8.4 You may terminate your account at any time and for any reason, by informing us by email at info@skypilates.com, but any such termination will be effective only after Sky has had reasonable time to process the request.

9. PRODUCTS

We make every effort to display as accurately as possible the colours, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colours, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colours and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are in Singapore Dollars and subject to change without notice.

10. PURCHASES AND PAYMENT

10.1 Payment can be made in Singapore Dollars. We accept the following forms of payment: cash, NETS, Cheque (issued to Sky Pilates Pte Ltd), bank transfer, PayNow and credit card.

10.2 You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Goods and Services Tax and other applicable taxes will be added to the price of purchases as deemed required by us. We may change prices at any time.

10.3 You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

10.4 We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order.

These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

10.5 Where you are required to provide your credit card, debit card or other payment card ("**Payment Card**") details and other relevant information such as Payment Card expiry date and billing address ("**Payment Information**") at the time of payment. By providing any Payment Card details to us, you represent and warrant that such payment information is correct, and belongs to you or you have the authority to use such Payment Card, and you have the legal right to use all payment method(s) represented by any such Payment Information. You further acknowledge and agree that we may use, store and disclose your Payment Card details in accordance with our Privacy Notice.

10.6 By initiating a transaction with us, you authorise us to provide your Payment Information to third party service providers so we can complete your transaction and you agree (a) to pay the applicable fees and any taxes; (b) that we may charge your credit card or third-party payment processing account, including, but not limited to, your account with an app store or distribution platform where the Services are made available ("**App Provider**"), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order.

10.7 You are responsible for notifying us of any changes to your Payment Card details and to update your information if your Payment Card has expired. We may suspend, terminate and/or otherwise interrupt your access to the Services or any portion thereof if you fail to notify us.

10.8 Sky reserves the right to not process or to cancel your order in certain circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances that we deem appropriate in our sole discretion. Sky also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your order. You may need to provide additional information to verify your identity before completing your transaction (such information is included within the definition of Payment Information). Sky will either not charge you or refund the charges for orders that we do not process or cancel.

10.9 Where applicable, you are responsible and liable for any costs and expenses, including legal and collection fees, that Sky may incur in its efforts to collect any outstanding payments due from you. This paragraph will in no way limit any other remedies available to Sky.

10.10 You are required to notify us of any billing problems or discrepancies within thirty (30) days after they first appear on your Payment Card statement by sending a written notice to info@skypilates.com. If you do not notify us within the time allowed, you waive any right to dispute such problems or discrepancies.

10.11 In addition to this Clause, each online service may be subject to one or more specific payment terms as set out in the relevant platforms.

11. RETURN/REFUNDS POLICY

Please review our Returns Policy posted on the Services prior to making any purchases. All sales are final and no refund will be issued.

12. CANCELLATION

12.1 You can cancel your subscription at any time by logging into your account. Your cancellation will take effect with immediate effect.

12.2 If you are unsatisfied with our Services, please email us at info@skypilates.com or call us at +65 6100 7597.

13. SOFTWARE

We may include software for use in connection with our Services. If such software is accompanied by an end user licence agreement ("**EULA**"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable licence to use such software solely in connection with our services and in accordance with these Terms. Any software and any related documentation is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms.

14. MOBILE APPLICATION LICENCE

14.1 Use Licence

14.1.1 If you access the Services via the Sky App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Sky App on wireless electronic devices owned or controlled by you, and to access and use the Sky App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Terms.

14.1.2 You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Sky App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Sky App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the Sky App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the Sky App; (5) use the Sky App for any revenue-generating endeavor, commercial enterprise, or other purpose

for which it is not designed or intended; (6) make the Sky App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the Sky App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Sky App; (8) use the Sky App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Sky App.

14.2 Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an **"App Distributor"**) to access the Services: (1) the licence granted to you for our Sky App is limited to a non-transferable licence to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the Sky App as specified in the terms and conditions of this mobile application licence contained in these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Sky App; (3) in the event of any failure of the Sky App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Sky App; and (5) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms against you as a third-party beneficiary thereof.

15. SOCIAL MEDIA

15.1 As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a **"Third-Party Account"**) by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

15.2 By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “**Social Network Content**”) so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services.

15.3 Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time.

15.4 Please note that your relationship with the third-party service providers associated with your Third-Party Accounts is governed solely by your agreement(s) with such third-party service providers. Sky makes no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

16. THIRD-PARTY WEBSITES, PROVIDERS AND CONTENT

16.1 The Services may contain links to other websites (“**Third-Party Websites**”) and third-party service providers (“**Third-Party Providers**”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“**Third-Party Content**”).

16.2 We may offer Services such as pre-recorded courses and materials via our website or Third-Party Providers. If you use a Third-Party Provider to access and use the Services, we may access and exchange your personal data with the Third-Party Provider on your behalf, and you hereby give your consent for such collection, use, disclosure and processing of your personal data by these Third-Party Providers.

16.3 Specific terms and conditions applicable to such Services provided via Third-Party Providers will be made available on the relevant Third-Party Platform (“**Third-Party Platform**”). Your use of Third-Party Platforms is subject to such additional terms and

conditions as such Third-Party Platforms may impose on you ("**Third-Party T&Cs**") and you are solely responsible for your compliance with all such Third-Party T&Cs. Sky hereby disclaims all representations and warranties with respect to such Third-Party Platforms and takes no liability or responsibility for your breach of the Third-Party T&Cs or the Third-Party Platforms' breach of the Third-Party T&Cs. These Third-Party T&Cs are subject to change at such Third-Party Platforms' discretion.

16.4 Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites, Third Party Providers or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or Third-Party Providers or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website or Third-Party Provider to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites or Third-Party Provider will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites or Third-Party Providers and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites or Third-Party Providers.

17. ADVERTISERS

We may allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

18. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Submissions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that

are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of our platforms and/or the Services.

19. ACCESS TO OUR PLATFORMS AND/OR SERVICES & TERMINATION OF ACCESS

19.1 Without limiting any other provision of these Terms, Sky reserves the right in our sole discretion and without notice or liability, to deny or restrict access to and use of the Services (including blocking certain IP addresses) to any person for any reason or for no reason, including without limitation, for breach of any representation, warranty or covenant contained in these Terms or of any applicable law or regulation. Sky may terminate your use or participation in the Services or delete your account and any Submissions, content or information that you posted at any time without warning, in our sole discretion.

19.2 If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

20. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

22. MODIFICATIONS AND INTERRUPTIONS

22.1 We reserve the right to change, modify, add, vary, suspend, discontinue or remove, whether temporarily or permanently, all or any part of the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. Your use of our platforms and any of the Services after such changes are posted on our platforms shall be deemed an agreement by you to these Terms as modified. You also acknowledge and agree that it is your responsibility to monitor our platforms for the posting of modifications and to review such modifications on a regular basis. If you do not agree to be bound by any future modifications of these Terms, your sole and exclusive remedy is to cancel your account and discontinue your use of our platforms and Services.

22.2 We also reserve the right to modify or discontinue all or part of the Services without notice at any time. You agree that we will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of our platforms and/or Services.

22.3 We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

23. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

24. DISCLAIMERS

24.1 THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

24.2 WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY

OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

24.3 WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

24.4 WHILE WE USE ALL REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION IN OUR PLATFORMS, SKY DOES NOT WARRANT AND HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS, OF THE CONTENT INCLUDING, IN PARTICULAR, THE USE OF ANY REPRESENTATIONS AND IMAGES. SKY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR COMPLETNESS OF THE INFORMATION PROVIDED IN THE CONTENT OF OUR ONLINE PLATFORMS. INFORMATION PROVIDED IS SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE.

24.5 OUR PLATFORMS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND AND WE DO NOT WARRANT THAT THE FUNCTIONS PROVIDED IN OUR PLATFORMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS, OR UNAUTHORISED SOFTWARE, OR THAT ANY DEFECTS WILL BE CORRECTED.

24.6 OUR PLATFORMS MAY CONTAIN LINKS TO OTHER WEBSITES AND PAGES WHICH ARE NOT CONTROLLED, MAINTAINED OR ENDORSED BY SKY INCLUDING BUT NOT LIMITED TO THE ONLINE BOOKING, RESERVATIONS APPLICATIONS, TOOLS OR FACILITIES MAINTAINED BY THIRD PARTY SERVICE PROVIDERS. BY CLICKING ON OR ACTIVATING SUCH LINKS, YOU ACKNOWLEDGE THAT SKY IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ACTIVITIES ON THE THIRD-PARTY WEBSITES, TOOLS, APPLICATIONS OF OTHER OFFERINGS OR SERVICES AND IS NOT LIABLE IN ANY WAY WHATSOEVER TO YOU. SKY DOES NOT REPRESENT OR EXERCISE CONTROL OVER SUCH THIRD-PARTY, AND SUCH THIRD-PARTY IS NEITHER AN AGENT OR SERVANT OF SKY. ANY DATA OR ANY

INFORMATION WHICH YOU GIVE TO ANY OTHER ENTITY AFTER LEAVING OUR PLATFORMS IS ENTIRELY AT YOUR OWN RISK. SKY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS ARISING FROM YOUR ACCESS, USE OR OTHER ACTIONS INCLUDING BY REASON ONLY OF HYPERLINKING TO SUCH OTHER WEBSITES. ALL HYPERLINKS TO SUCH OTHER WEBSITES ARE PROVIDED AS A CONVENIENCE TO YOU, AND SKY AND ITS AFFILIATES ARE NOT ASSOCIATED OR AFFILIATED UNLESS EXPRESSLY STATED TO BE SO, IN ANY MANNER WITH ANY TRADE OR SERVICE MARKS, LOGOS, INSIGNIA, OTHER INTELLECTUAL PROPERTY RIGHTS OR DEVICES WHICH APPEAR ON SUCH OTHER WEBSITES.

24.7 NO DATA TRANSMISSIONS OVER THE INTERNET OR VIA WIRELESS NETWORKS CAN BE GUARANTEED TO BE SECURE. CONSEQUENTLY, SKY CANNOT AND DOES NOT ENSURE OR WARRANT THE SECURITY, AUTHENTICITY, INTEGRITY OR CONFIDENTIALITY OF ANY INFORMATION AND/OR COMMUNICATION YOU TRANSMIT TO US AND YOU DO SO AT YOUR OWN RISK.

25. LIMITATION OF LIABILITY

25.1 In no event will Sky, and each of our affiliates including, all directors, officers, employees and its agents, representatives, parent company, related companies and associated companies be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit, lost revenue, loss of data or other damages arising from your use of our Services or our platforms, even if we have been advised of the possibility of such damages.

25.2 To the maximum extent permitted by law, Sky is not responsible for and shall not be liable for any injuries, illnesses, death, harm, losses or damages (whether arising out of active or passive acts of negligence, action or inaction, on the part of Sky or its personnel) of any kind arising out of or in connection (whether directly or indirectly) with your use of our platforms, your participation in any of Sky's Services and/or your use of any products purchased from Sky.

25.3 Accordingly, you hereby release, indemnify and hold harmless Sky and all of its affiliates (and its agents, representatives, parent company, related companies and associated companies, subsidiaries, and legal and other professional advisors) from all claims, losses, damages and/or liability in respect of any injuries, illnesses, death, harm, losses or damages of any kind arising out of or in connection with your use of our platforms, your participation in any of Sky's Services and/or your use of any products purchased from Sky, whether in person, online or otherwise.

26. INDEMNITY

26.1 You agree to indemnify and hold harmless Sky and each of our affiliates including, all directors, officers, employees and its agents, representatives, parent company, related companies and associated companies, harmless from any claim, loss, damages, liability, demand or costs (including solicitors' fees on a full indemnity basis) which Sky and/or any of our affiliates may suffer or incur due to or arising out of in connection with: (1) your

breach of any of the provisions of these Terms; (2) your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity; and (3) otherwise in connection with these Terms and your use of the Services and/or our platforms.

26.2 You further agree to defend, indemnify, and hold harmless Sky and each of our affiliates, including, all directors, officers, employees and its agents, representatives, parent company, related companies and associated companies, from and against any loss, damage, liability, claim, or demand, including reasonable solicitors' fees and expenses, made by any third party due to or arising out of: (1) your Submissions; (2) use of the Services and our platforms; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

27. GENERAL TERMS

27.1 Term

These Terms (as may be modified from time to time) shall remain in full force and effect while you use the Services or are otherwise terminated by Sky.

27.2 Force Majeure

Sky and its affiliates shall not be liable to you or any other party, or be deemed to be in default, for any loss, damage or expense arising from any delay or non-performance under these Terms resulting from acts beyond its control, including without limitation (i) fire, accident, epidemics, infectious diseases, any law, order, proclamation, regulation, demand or requirement of any Government or administrative agency strikes, labour disputes (whether or not involving Sky's or its affiliates' employees or contractors), shortage of labour or lack of skilled labour, shortage or unavailability of products or raw materials, delay in transit or other causes whatsoever (whether similar to the above or not) beyond our reasonable control, (ii) acts of God (i.e. extraordinary or unforeseeable manifestation of the forces of nature beyond the powers of human intervention, such as tornadoes, hurricanes, typhoons and earthquakes), or (iii) war or armed conflict or acts of terrorism, which include disruption of civil authority, transportation or communication services.

27.3 No Waiver

No failure, delay, relaxation or indulgence on the part of Sky in exercising any power or right conferred upon it in these Terms shall operate as a waiver of such power or right, nor shall

any single exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms.

27.4 Severability

If any provision of these Terms is held or interpreted by any governmental authority or a court of competent jurisdiction, to be illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms, such provisions shall be fully separable and these Terms shall be construed as if such illegal or invalid provision had never comprised a part of these Terms and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from these Terms.

27.5 Joint Venture

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Services.

27.6 Third Party Rights

Except for all affiliates of Sky and its affiliates, no other person shall have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy any benefit under these Terms. Notwithstanding anything in these Terms, the consent of any third party is not required for any variation (including any release or compromise of any liability under) of these Terms.

27.7 Entire Agreement

These Terms, Sky's Privacy Notice and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement between you and Sky with respect to your use of our platforms and Services and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between Sky and/or its affiliates in respect of the matters dealt with in these Terms. No promise, inducement, representation or agreement other than as expressly set forth in these Terms has been made by Sky and/or its affiliates. These Terms operate to the fullest extent permissible by law. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

27.8 Assignment

We may assign any or all of our rights and obligations to others at any time.

27.9 Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of Singapore.

27.10 Dispute Resolution

The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and your use of our platforms and the Services (including a dispute regarding the existence, validity or termination of these Terms).

28. CONTACT US

In order to resolve a complaint regarding our platforms and/or Services or to receive further information regarding use of our platforms and/or Services, please contact us at:

Sky Pilates Pte Ltd

Sky Physiotherapy Pte Ltd

Sky Movement Education Pte Ltd

Phone: +65 61007597

Whatsapp/SMS: +65-98336670

email: info@skypilates.com

Mail to: 583 Orchard Road, #09-01 Forum Office Tower, Singapore 538884

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