Acadence Centre Agreement

Between BOOK IN CHAT PTE. LTD. (UEN 202646792Z) and the centre named below. The Centre Terms of Service, the Data Processing Agreement and the Provider list that follow form one agreement.

Acadence Centre Terms of Service

Version 2026-10-27. These terms are between **BOOK IN CHAT PTE. LTD.** (UEN 202646792Z), 60 Paya Lebar Road, #6-28, Paya Lebar Square, Singapore 409051 ("**Book In Chat**", "**we**", "**us**"), which provides the Acadence service, and the tuition centre named when these terms are accepted (the "**Centre**", "**you**"). The Data Processing Agreement and the Provider list form part of these terms (together, the "**Agreement**").

1. Accepting these terms

1.1 You accept the Agreement when a person acting for you signs it in Centre admin (by drawing their signature and accepting) or signs a paper copy, or accepts it by email. If none of these has happened, you also accept the Agreement when a manager of the Centre signs in to Centre admin, or any of your Staff uses an AI Feature, after we have sent the Agreement to the contact email we hold for the Centre and shown it in Centre admin for at least 14 days. Each person who accepts promises that they are authorised to bind the Centre. We will treat the Centre as having accepted the version shown at that time and record that date as the acceptance date.

1.2 We keep a record of each acceptance: who accepted, when, the version, and a fingerprint (sha256) of the text. That record is evidence of what was accepted.

1.3 If you do not accept the Agreement, you must not use the Service.

1.4 You will tell us in writing within 5 business days if a person who accepted the Agreement for you was not authorised to do so. If you do not, you are bound by their acceptance. We may rely on any manager account in your site as authorised to act for you.

2. Meanings

- **Service**: the Acadence online classroom, Centre admin, centre operations (timetables, attendance, absences and make-ups, leave and cover, fees and invoices, enquiries, notices), apps, AI Features, question banks and related support that we make available to you.
- **Users**: everyone who uses the Service through your site: your managers, tutors and other staff ("**Staff**"), your students ("**Students**") and their parents or guardians ("**Parents**").
- **Centre Data**: all information that you or your Users put into the Service, or that the Service creates from it, including Students' work, photos, typed and handwritten answers, marks, feedback, and personal data.

- **Centre Content**: worksheets, question papers, marking schemes, notes and other material that you or your Staff upload.
- **AI Features**: every feature that uses an artificial-intelligence model, including "Mark with AI", automatic marking on submission, AI reading of question papers and marking schemes, AI remarks and tips, AI marking of practice, and question generation.
- **AI Output**: anything an AI Feature produces, such as suggested marks, readings of handwriting, remarks, tips, parts, criteria and generated questions.
- **AI Provider**: a third-party company or institution whose model an AI Feature uses, as named in the Provider list.
- **Centre admin**: the managers' pages of your site in the Service.
- **Provider list**: the list of providers we use, published in Centre admin and at acadence.net/legal/providers, as updated under the Data Processing Agreement.
- **Business day**: a day other than a Saturday, Sunday or public holiday in Singapore.
- **PDPA**: the Personal Data Protection Act 2012 of Singapore and its regulations.

3. What we provide, and what we do not

3.1 We provide software as a tool for you to run your own classes. We do not provide tuition, teaching, marking, assessment, academic advice or any educational service to you, your Students or Parents. AI marking of practice is a self-check tool that you switch on; it is not marking, assessment or teaching by us. You decide how, and whether, to use each part of the Service.

3.2 We may change, improve, add to or remove features. If we remove a feature that you rely on and pay for, we will give you reasonable notice where we can.

3.3 We aim to keep the Service available, but we do not promise that it will be uninterrupted, error-free or available at any particular time. We may suspend it for maintenance, security or legal reasons.

4. Your responsibilities

4.1 **You are responsible for your Centre Data.** Under the PDPA you are the organisation that collects, uses and discloses your Users' personal data, and you decide why and how it is processed. We process it for you, as your data intermediary, under the Data Processing Agreement.

4.2 **Notices and consent.** You must, before any personal data enters the Service and before any AI Feature is used on a Student's work:

- give every User every notice the law requires and obtain every consent the law requires, including a parent's or guardian's consent for every Student under 13, and for any Student where the law, a regulator's guidance or an AI Provider's terms (as set out in the Provider list) require it;
- check each Student's age, and make sure that a Student under 13 does not accept any policy for themselves;
- mark every Student under 13 as "under 13" in Centre admin > People before the Student first signs in, keep it correct, and record a Parent's consent for them in the Service before any AI Feature is used on their work;

- appoint a data protection officer and make their business contact details available, as the PDPA requires;
- record any consent given on paper (for example on an enrolment form) in the Service, and keep the paper record; and
- make sure that the in-app policies that the Service shows to Users are suitable for your centre. You may ask us to change them.

4.3 **Your Users.** You decide who gets an account. You are responsible for what your Users do in the Service as if you had done it yourself, and you must make sure they follow the Agreement and the Acceptable use rules in clause 7.

4.4 **Centre Content.** You promise that you own, or have permission to use, upload, copy and share with your Students, all Centre Content, including any past examination papers, assessment books and third-party materials, and that our hosting and processing of it as the Agreement allows will not infringe anyone's rights.

4.5 **No unneeded data.** You must not put into the Service NRIC or passport numbers, health information, financial account details or any personal data that the Service does not need. The only exception is a medical certificate uploaded through the Service's absence or leave feature, which you collect for your own purposes, must keep only as long as you need it, and are responsible for. Do not ask for a certificate that shows a diagnosis unless you need it; a note that the person was unfit for the dates is enough. Payments go directly to you; the Service only records them. Ask Students not to write their names on work that is sent to an AI Feature.

4.6 **Account security.** You must keep sign-in details safe, use two-step sign-in for managers, remove Staff who leave, and tell us at once if you suspect misuse.

4.7 **Laws that apply to you.** You are responsible for complying with every law and regulation that applies to your centre, including education, tuition-centre, consumer, child-protection, copyright and data protection laws, the Do Not Call provisions of the PDPA and the Spam Control Act 2007 for any marketing message you send to families using the Service's contact tools, and tax and GST law for any invoice the Service produces for you.

5. AI Features

5.1 **Optional.** AI Features are optional and are used at your centre only at your request or with your agreement. Using them is your acceptance of the Agreement (clause 1.1). Manual marking works whether or not AI Features are used.

5.1A **Consents you hold.** Where you confirm to us, in Centre admin or in writing, that you hold a Parent's or guardian's written agreement to AI-assisted marking for a Student or a class (for example on your enrolment form), you promise that this is true for every Student it covers, that the agreement names third-party AI services and describes them in substance as the in-app *AI marking consent* does, that you keep the record, and that you will show it to us within 5 business days of a request. We and our AI Providers rely on that promise. Until you confirm it, an AI Feature runs on a Student's work only with a consent recorded in the Service. A "no" recorded in the Service by a Student, a

Parent or your Staff always stops AI Features for that Student. Clause 13 applies to any confirmation that is untrue.

5.2 **Your instruction.** Each time one of your Staff uses an AI Feature, for example by clicking "Mark with AI", turning on automatic marking, asking AI to read a paper, or switching on AI marking of practice, that is your instruction to us to send the relevant Centre Data to an AI Provider and to show the AI Output to your Staff, or, for practice, to the Student. You are responsible for that instruction and for having the consents it needs.

5.3 **AI Output can be wrong.** AI Output is produced automatically. It may be inaccurate, incomplete, inconsistent, biased or misread handwriting. It is a suggestion only. It is not a mark, assessment, grade or opinion of Book In Chat.

5.4 **Your tutors decide.** A tutor must check every AI-suggested mark, remark and tip before it is released to a Student or Parent, and is free to change or remove it. Every mark, result, remark and decision that you release, or use for any purpose (including placing, promoting, reporting on or advising a Student), is yours and your tutor's decision, not ours.

5.5 **AI marking of practice.** If you switch on AI marking of practice, Students see AI-marked practice results straight away without a tutor's check. The Service labels these results as not reviewed by a tutor and keeps them out of the gradebook. You choose to switch this on and which classes and practice material it applies to, and you accept the risk that such results may be wrong.

5.6 **AI Providers.** We choose which AI Provider each AI Feature uses from the Provider list, and may change it. We use an AI Provider for Students' work only where, having reviewed its terms, we reasonably believe they allow it, and the Service refuses AI Features for real Students' work with any provider the Provider list marks as not used. We may also use an AI Provider for Papers and for demonstration accounts whose work is invented, as the Provider list says. AI Providers are independent companies or institutions; we do not control their models, availability or changes to their terms. We may suspend or limit any AI Feature at any time, for example if an AI Provider changes its terms, becomes unavailable, or a usage or spending limit is reached.

5.7 **Limits and charges.** AI Features may have usage allowances, rate limits and charges as shown in Centre admin or your plan.

6. Data protection and our own uses

6.1 The Data Processing Agreement applies to our processing of personal data in Centre Data for you.

6.2 You agree that we may also:

- create and use statistics and other information from Centre Data that cannot reasonably be used to identify any individual ("**De-identified Data**"), to run, secure, measure, develop and improve our services, including how accurate our AI Features are. De-identified Data belongs to us;
- use personal data about your Staff and managers (such as names, business email addresses and sign-in records) to administer our relationship with you, bill you, support you and keep the

Service secure;

- use a Student's work to test and improve our AI Features and learning materials, or to show it in our marketing, **only** where that Student's Parent (or the Student, if 18 or older) has given the separate, optional consent for that purpose that the Service or our forms record. For these uses we act as an organisation in our own right, not as your data intermediary; and
- where you choose, in Centre admin or in writing, to share knowledge with other centres (for example tutors' rulings, rubrics or difficulty signals), use what you choose to share in the way described at that time.

7. Acceptable use

You and your Users must not: use the Service unlawfully or to harm, harass or discriminate against anyone; upload material you have no right to upload; try to access another centre's data or any account that is not yours; probe, overload, copy, reverse-engineer or resell the Service; use the Service or AI Output to build a competing product; remove notices or watermarks; send malware; or use AI Features to make decisions about Students without a tutor's review. We may remove material or suspend a User who breaks these rules.

7A. Copyright complaints

7A.1 Centre Content is stored at your direction. If anyone tells us that material in your site infringes their rights, or we otherwise learn of it, we may remove it or disable access to it without first asking you, and tell you that we have done so. You must not upload it again unless you show us that you have the right to. If you send us a restoration notice that meets the requirements of the Copyright Act 2021, we may restore the material unless the complainant starts proceedings.

7A.2 Our designated representative for take-down notices under the Copyright Act 2021 is Lee Cheng Han, Data Protection Officer, BOOK IN CHAT PTE. LTD., 60 Paya Lebar Road, #6-28, Paya Lebar Square, Singapore 409051, dpo@acadence.net.

8. Fees

8.1 You pay the fees for your plan as shown in Centre admin or agreed in writing. While a free pilot or trial applies, no fees are due for it. We may end a free pilot, or change fees, by giving you at least 30 days' notice.

8.2 Unless stated otherwise, fees are in Singapore dollars, exclude GST (which we add if it applies), and are due within 14 days of our invoice. We may suspend the Service if fees are more than 14 days overdue after a reminder.

9. Ownership

9.1 You keep ownership of Centre Data and Centre Content. You give us a non-exclusive, royalty-free licence, for as long as we hold them under the Agreement, to host, copy, process, transmit (including to AI Providers) and display them to provide, secure and support the Service, and for the uses in clause 6.2.

9.2 As between you and us, we and our licensors own, to the fullest extent the law allows, the Service, its software, designs, AI prompts, question banks, generated questions and solutions, De-identified Data and all improvements, and you will not challenge that ownership. Subject to the Agreement and payment of fees, you may use the Service for your centre's own teaching during the Agreement. You may use question-bank material only inside the Service for your own Students, and may not export it except as the Service allows. Any feedback or suggestions you give us we may use freely.

10. Confidentiality

Each party will keep the other's non-public information confidential and use it only for the Agreement, except information that is public, already known, independently developed, or that must be disclosed by law (with notice to the other party where the law allows).

11. No promises beyond these terms

11.1 To the fullest extent the law allows, the Service, the AI Features and all AI Output are provided "as is" and "as available". We make no promise, and exclude every warranty, condition or term implied by law, about accuracy, completeness, fitness for a particular purpose, quality, availability or results, including any promise that the Service or AI Output will improve any Student's results or meet any syllabus, examination or regulatory standard.

11.2 You are responsible for checking that the Service is suitable for your needs and for keeping your own copies of anything important.

11.3 We do not promise any service level. Planned maintenance is announced in Centre admin where we can. Support is by email or WhatsApp during Singapore business hours; response times are targets, not promises. Features marked beta or pilot in Centre admin are provided for evaluation, may be withdrawn, and are excluded from any promise of availability.

12. Limits on our liability

12.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that the law does not allow to be limited or excluded.

12.2 Subject to clause 12.1, we are not liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following, in each case whether it is direct or indirect loss:

- any loss of profit, revenue, business, contracts, goodwill, reputation or anticipated savings;
- any loss arising from a mark, result, remark, assessment, placement or other decision made or released by you or your Users, or from reliance on AI Output;
- any claim brought against you by a Student, Parent, member of Staff or other third party, except to the extent caused by our breach of clause 4 of the Data Processing Agreement (security);
- any act or omission of an AI Provider, hosting provider or other third party that we do not control, or any change to its terms;

- loss or corruption of data, except our obligation to restore it from our most recent backup where we can;
- any loss of or damage to the centre's relationship with any Student, Parent or member of Staff; or
- any special or consequential loss,

in each case whether or not it was foreseeable or we were told it might happen.

12.3 Subject to clause 12.1, our total liability arising out of or in connection with the Agreement, for all claims together, is limited to: (a) for breach of clause 4 of the Data Processing Agreement (security) or of clause 10 (confidentiality), the greater of S$10,000 and the fees you paid us under the Agreement in the 12 months before the event giving rise to the first claim, or, if we hold insurance covering the claim, the amount recovered under that insurance if higher; and (b) for everything else, the greater of the fees you paid us under the Agreement in those 12 months and S$100.

12.4 You must notify us in writing of any claim within 12 months after you became aware, or ought reasonably to have become aware, of it. After that, the claim is barred. This clause does not apply to a claim by us for an indemnity under clause 13.

12.5 You agree that these limits are reasonable, taking into account the fees, the free pilot, the nature of AI Output, your control over how the Service is used and over every released mark, that the limits were shown to you before you accepted, and that you can insure against these risks. If you need a higher limit, ask us: we offer a higher limit for a higher fee, agreed in writing.

13. Your indemnity to us

13.1 You will indemnify and keep indemnified Book In Chat, its affiliates, and their directors, officers, employees, contractors and successors against all claims, demands, investigations, fines, penalties, losses, damages, costs and expenses (including reasonable legal costs on an indemnity basis) arising out of or in connection with:

- Centre Data or Centre Content, including any claim that it infringes anyone's rights;
- any failure by you to give a notice or obtain a consent required by clause 4.2 or by law, any promise under clause 5.1A that is untrue, or any breach by you of the PDPA or another law;
- any instruction you or your Users give, including the use of any AI Feature;
- any mark, result, remark, assessment or decision made, released or relied on by you or your Users, including on the basis of AI Output;
- any act or omission of your Users, or any breach of the Agreement by you or them; or
- any claim by a Student, Parent, member of your Staff or regulator about your centre's teaching, assessment or handling of personal data,

reduced to the extent a court finds the loss was caused by our negligence, wilful misconduct or fraud, and excluding any fine or penalty imposed on us for our own contravention of the law.

13.2 We will tell you promptly about any claim covered by this clause, let you take reasonable part in it, and not settle it in a way that admits fault on your behalf without your consent (not to be

unreasonably withheld). You will not settle a claim covered by this clause in a way that admits fault on our behalf without our consent. We may take over the defence of any claim at our cost.

13.3 Your liability under this clause, for unpaid fees, and for breach of clauses 4, 7 or 9.1, is not limited by the Agreement.

14. Suspension and ending the Agreement

14.1 We may suspend all or part of the Service, or any User, at once if we reasonably believe it is needed for security, to prevent harm or a breach of law, because of a breach of the Agreement, or because an AI Provider or other supplier requires it.

14.2 Either party may end the Agreement by giving 30 days' written notice. We may end it at once by notice if you materially breach it and do not fix the breach within 14 days of being asked, or if you become insolvent or stop business.

14.3 When the Agreement ends, your access ends. During the Agreement and for 30 days afterwards you may ask us for an export of your Centre Data (as CSV or JSON files with the original uploaded files). After that we delete it as the Data Processing Agreement describes. We give one export free; a further export, or help with inspections or other requests beyond this, is at your cost. Clauses 1.2, 6.2 (De-identified Data), 7A, 8 (fees owed), 9, 10, 11, 12, 13, 14.3 and 16, and the Data Processing Agreement for as long as we hold any Centre Personal Data, survive the end of the Agreement.

15. Changes to the Agreement

We may change the Agreement. We will tell your managers at least 14 days before a change takes effect, unless it is needed sooner by law or by an AI Provider or other supplier. Where a change is material, Centre admin will ask a manager to accept it, and AI Features may pause until it is accepted. A change is not material if it only corrects wording, adds a provider under the Data Processing Agreement, describes a new optional feature, or is required by law or a supplier; you accept such a change by continuing to use the Service after it takes effect. If you do not accept a material change within 30 days, either party may end the Agreement under clause 14.2, and you receive a pro-rata refund of fees paid in advance for the unused period.

16. General

16.1 **Transfer to a new company.** We may assign, novate or otherwise transfer the Agreement, in whole or in part, to any company that carries on the Acadence business, including a company incorporated to take over that business from Book In Chat, or to any other successor (the "**New Provider**"). You consent to this now. The transfer takes effect when we give you notice that the New Provider has agreed in writing to be bound by the Agreement. From then the New Provider takes our place, the Agreement continues on the same terms, and we are released from obligations arising after the transfer. The New Provider also becomes your data intermediary under the Data Processing Agreement, may receive Centre Data for this purpose as the PDPA allows for a business asset transaction, and will use it only under the Agreement. You will sign any novation or other document

reasonably needed to give effect to this. If you object, you may end the Agreement without charge by notice within 30 days of our notice. You may not transfer the Agreement without our written consent.

16.2 **Events beyond control.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including outages or changes at AI Providers, hosting or network providers.

16.3 **Notices.** Notices to us go to dpo@acadence.net, or by post to our registered address. Notices to you go to the contact email given at acceptance or to any manager's email in the Service. An email notice takes effect at 9 a.m. Singapore time on the next business day after it is sent, unless the sender receives a delivery failure.

16.4 **Whole agreement.** The Agreement is the whole agreement between us about the Service and replaces any earlier understanding, including any letter of intent, about it. If documents conflict, this order applies: these terms, except that the Data Processing Agreement prevails on the processing of personal data; then the Provider list; then any plan or fee page in Centre admin. Any purchase order or terms of yours do not apply.

16.5 **Other terms.** If any part of the Agreement is found invalid or unenforceable, the rest continues, and that part applies with the smallest change needed to make it valid. A delay in enforcing a right is not a waiver. Nothing in the Agreement creates a partnership, agency or employment between us.

16.6 **No third-party rights.** A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms, except that our affiliates, and our and their directors, officers, employees, contractors and successors, may rely on clauses 12 and 13. We may vary or end the Agreement without their consent.

16.7 **Electronic acceptance.** The Agreement may be accepted electronically or signed in counterparts, each of which is an original.

16.8 **Law and courts.** The Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes), is governed by the laws of Singapore. The parties will first try to settle any dispute by discussion between their managers for 14 days. The courts of Singapore have exclusive jurisdiction.

Data Processing Agreement

Version 2026-10-27. This Data Processing Agreement ("**DPA**") forms part of the Acadence Centre Terms of Service between BOOK IN CHAT PTE. LTD. (UEN 202646792Z) ("**Book In Chat**") and the Centre. Words defined in those terms have the same meaning here. "**Centre Personal Data**" means personal data in Centre Data.

1. Roles

1.1 For Centre Personal Data, the Centre is the organisation under the PDPA and Book In Chat is its data intermediary, processing on the Centre's behalf and for the Centre's purposes, as described in Annex 1.

1.2 Book In Chat is an organisation in its own right only for the uses described in Annex 4. This DPA does not apply to those uses, except clause 9.

1.3 As PDPA s4(2) provides, Book In Chat's own obligations under the PDPA for Centre Personal Data are those of a data intermediary: protection (s24), retention limitation (s25) and notifying the Centre of a data breach (s26C(3)(a)). All other data protection obligations for Centre Personal Data are the Centre's.

2. The Centre's instructions

2.1 The Centre's complete instructions are: the Agreement; the settings the Centre's managers choose in Centre admin; and the actions the Centre's Users take in the Service, including every use of an AI Feature. Where the Centre has confirmed under clause 5.1A of the terms that it holds Parents' agreements, the Centre instructs Book In Chat to run AI Features for every Student that confirmation covers, unless a "no" is recorded for the Student in the Service. Book In Chat processes Centre Personal Data only on those instructions, unless the law requires otherwise (in which case it will tell the Centre first, where the law allows).

2.2 The Centre may give further reasonable written instructions. If an instruction would need a change to the Service, Book In Chat may decline it, and the Centre may then end the Agreement under clause 14.2 of the terms.

2.3 Book In Chat will tell the Centre if it believes an instruction breaks the PDPA, but it is not obliged to check the Centre's instructions or the Centre's compliance.

3. The Centre's promises

The Centre promises that: it collected Centre Personal Data lawfully; it has given every notice and obtained every consent the PDPA and other laws require for Book In Chat and every provider in the Provider list to process it as this DPA describes, including transfer outside Singapore and, where the Provider list says so, a parent's or guardian's consent; it has checked Students' ages; and its

instructions comply with the law. The Centre is responsible for the accuracy of Centre Personal Data and for answering Users' requests and complaints.

4. Security (PDPA s24)

4.1 Book In Chat will make reasonable security arrangements to protect Centre Personal Data in its possession or under its control against unauthorised access, collection, use, disclosure, copying, modification, disposal and similar risks, and against loss of any storage medium on which it is stored. Annex 2 describes the main measures in place.

4.2 Book In Chat will allow access to Centre Personal Data only to its personnel, contractors and advisers who need it, who are bound in writing to keep it confidential.

4.3 The Centre is responsible for the security of its own accounts, devices and Users, and for its settings (clause 4.6 of the terms).

5. Breaches

5.1 If Book In Chat has reason to believe that a data breach has occurred affecting Centre Personal Data, it will tell the Centre without undue delay, and will give the Centre the information it reasonably has (such as what happened, the data and Users likely affected, and the steps taken) and reasonable help to assess the breach.

5.2 The Centre decides whether a breach is notifiable and notifies the Personal Data Protection Commission and the affected individuals as the PDPA requires. Book In Chat will not notify them for the Centre unless the Centre asks it to in writing or the law requires it.

5.3 Each party bears its own costs of responding to a breach. If the breach was caused by the Centre or its Users, the Centre reimburses Book In Chat's reasonable costs of assistance. If it was caused by Book In Chat's breach of clause 4, Book In Chat's liability is as clause 12 of the terms provides.

5.4 Where a breach affects Students, the Centre will consider informing Parents, as the PDPC's guidance on children's personal data recommends; Book In Chat will give the Centre the Parent contact details the Service holds for that purpose.

6. Providers (sub-processors)

6.1 The Centre authorises Book In Chat to use the providers in the Provider list to process Centre Personal Data, as the list describes. Book In Chat will use each one under a written contract or terms that require it to protect the data.

6.2 Despite clause 15 of the terms, Book In Chat may add or replace a provider by updating the Provider list and telling the Centre's managers at least 10 days before the new provider processes Centre Personal Data, unless sooner is needed for security or continuity. A new AI Provider receives a Student's work only where the Student's current AI consent (or a Parent's agreement the Centre holds under clause 5.1A of the terms) covers third-party AI services of that kind and the in-app *AI marking*

consent names the provider. If the Centre reasonably objects, it may stop using the affected feature, or end the Agreement without charge and receive a pro-rata refund of fees paid in advance.

6.3 As between the parties, and so far as the PDPA allows: providers' own terms set out how they process data, and Book In Chat cannot change them. Book In Chat's responsibility for a provider is limited to choosing it with reasonable care and holding it to its contract.

7. Transfers outside Singapore (PDPA s26)

7.1 The Centre authorises and instructs Book In Chat to transfer Centre Personal Data to the countries and providers named in the Provider list, where an AI Feature or other part of the Service that the Centre uses needs it.

7.2 Book In Chat will take appropriate steps so that each recipient outside Singapore is bound by legally enforceable obligations to give the data a standard of protection comparable to the PDPA, using the recipient's data processing terms or other contractual terms reasonably available to it. The Centre has read the Provider list and accepts that these terms are the providers' standard terms, written mainly for EU and US law. Where a provider does not name the countries where it processes data, the Provider list says so. On request, Book In Chat will give the Centre copies of the provider terms it relies on. Where the Centre relies on a Student's or Parent's consent to a transfer, the in-app *AI marking consent* and Privacy notice give the written summary the PDPA regulations require.

8. Requests from individuals

If Book In Chat receives a request from an individual to access, correct or withdraw consent for Centre Personal Data, it will send it to the Centre and will not answer it except to say it has done so. The Service lets the Centre find, export, correct and delete data. Book In Chat will give reasonable further help at the Centre's cost.

9. Keeping and deleting data (PDPA s25)

9.1 Book In Chat keeps and deletes Centre Personal Data as set out in Annex 3, or as the Centre instructs through the Service's settings, and stops keeping it once it is no longer needed for the Centre's purposes or for legal or business purposes.

9.2 When the Agreement ends, Book In Chat deletes Centre Personal Data as clause 14.3 of the terms and Annex 3 describe, except copies the law requires it to keep or that Annex 3 says are kept to establish or defend legal claims, De-identified Data, and data it holds under Annex 4.

10. Records and audits

Book In Chat will answer the Centre's reasonable written questions about its compliance with this DPA once a year, and more often after a breach. Any other audit is at the Centre's cost, on at least 30 days' notice, during business hours, by an auditor bound to confidentiality, and limited to what is needed. An audit may not include penetration testing or access to any other centre's data, and takes place at most once in any 12 months unless a regulator requires it.

11. Liability

The limits and exclusions in clause 12 of the terms, and the Centre's indemnity in clause 13 of the terms, apply to this DPA.

Annex 1. Processing details

- **Individuals:** Students, Parents, Staff and managers of the Centre.
- **Data:** names, usernames, class and course membership, emails, parent links; schoolwork (typed and handwritten answers, photos and files uploaded, pages drawn on), marks, feedback, AI Output, practice records, progress; corrections of how the Service read a Student's handwriting; policy acceptances; sign-in, device, browser and IP records; audit records; and, where the Centre uses centre operations: timetables, attendance, absence and leave requests with their reasons, medical certificates uploaded for them, make-up lessons, cover arrangements, family billing names, emails and addresses, invoices, recorded payments and reminders, enquiries and trial lessons (names, phone numbers, emails, level, subject, notes and the agreement to be contacted), notices sent and read, and devices' push-notification addresses.
- **Purposes:** hosting the Centre's online classroom; giving out, collecting, marking and returning work; AI Features the Centre uses; reading a Student's handwriting better within the Centre's own site; progress reports; running the Centre's timetable, attendance, absences, make-ups, leave and cover, fees and enquiries; notices, notifications and emails; security, support, backups, billing counts; complying with law.
- **Duration:** the Agreement, then as Annex 3 says.

Annex 2. Main security measures

- Each centre has its own site, database, storage, internal network, passwords and session cookie; centres cannot reach each other's data, and this is tested.
- Hosted in Singapore; traffic encrypted in transit (TLS) through Cloudflare to the server.
- Servers and AI workers can reach only the outside services they need (an allow-list); a worker for AI receives a Student's work only where the Service's consent check passes for that Student and provider at the moment of sending: a current AI consent recorded in the Service, or, where the Centre has confirmed under clause 5.1A of the terms that it holds Parents' agreements, no recorded "no" for that Student. A Student the Centre has marked as under 13 is never sent to OpenAI, and is sent to any other AI Provider only with a Parent's recorded agreement.
- Centre admin needs two-step verification; accounts lock after repeated failed sign-ins; first passwords must be changed at first sign-in; each person resets their own password by email.
- Names and account details are not sent to AI Providers; Students are asked to leave names off their work.
- Changes to marks, settings, accounts and policy acceptances are recorded in audit logs.
- Daily backups, kept for 7 days; access to the server limited to Book In Chat's administrators.

Annex 3. Keeping and deleting

- Schoolwork, marks, feedback, AI suggestions and the text AI read from work: kept while the Student is enrolled and for 12 months after the Student leaves (or the period the Centre sets in the Service), then deleted.
- The full request and reply of an AI practice job: deleted 90 days after it was made.
- Records of policy acceptances, and logs of who changed a mark or setting: kept for at least 6 years after the Student leaves or the Agreement ends, to establish or defend legal claims, and no longer than that purpose needs.
- Monthly billing records (account numbers of Students who submitted work; no schoolwork), and the Centre's own invoices and recorded payments: kept for 7 years as financial records.
- Medical certificate files for absences and leave: deleted after the period the Centre sets (default 30 days after the decision); only the fact that one was seen is kept.
- Enquiries: deleted after the period the Centre sets (default 12 months after the last change) once closed or not followed up, whether or not the family enrolled; possible spam after 30 days; the sender's network fingerprint after 1 day.
- Copies of notice emails waiting to be sent: deleted after 2 days.
- Handwriting corrections: kept with the Student's work; deleted when the Centre switches the feature off for that Student, or with the work. Turning the feature off for the whole Centre stops new corrections and any use of kept ones; they are deleted with the Student's work.
- Backups: overwritten within 30 days (currently 7 days).
- When the Agreement ends: an export is offered for 30 days; then the Centre's site and data are deleted, and backups age out as above.
- Copies held by AI Providers: as each provider's terms say (see the Provider list).

Annex 4. Book In Chat's own uses

- **De-identified Data** (clause 6.2 of the terms): statistics and other information that cannot reasonably be used to identify anyone, for example how often AI suggestions were accepted. Small groups are left out where they could make someone identifiable.
- **Improving AI marking and learning materials**: copies of a Student's work, the AI's reading of it and tutors' corrections, with names removed, only with the separate optional consent "Help improve Acadence" given by a Parent (or by the Student, if 18 or older), on a signed form or recorded in the Service on the Student's behalf.
- **Marketing**: a Student's work shown in Book In Chat's promotion, without the Student's name or face, only with a signed consent form (from a Parent for a Student under 18).
- **Shared knowledge**: what the Centre chooses to share with other centres in Centre admin or in writing.
- **Our relationship with the Centre**: managers' and Staff's business contact details and sign-in records, for billing, support, security and notices.

Provider list

Version 2026-10-27. BOOK IN CHAT PTE. LTD. uses these providers to run Acadence. "Students' work" means images and text of a Student's answers. "Papers" means a centre's own question papers and marking schemes, with no Student's work. No AI Provider receives a Student's name, username or account details from us. Providers that run the service (below) handle the data that passes through them, as each row says.

Running the service

- **Contabo GmbH** (Germany). Servers in Contabo's Singapore data centre (Tai Seng) that hold each centre's site, database, files and backups.
- **Cloudflare, Inc.** (United States). Secure connection, protection against attacks and delivery of the site; traffic passes through Cloudflare's network, which may be outside Singapore. Cloudflare decrypts traffic at its network edge to protect the site, so it can see page content in transit. Cloudflare holds Global CBPR and Global PRP certification.
- **Brevo SAS** (France). Password-reset, account and notice emails (for example a lesson moved, an absence decided or an invoice issued), hosted in France and Belgium; receives the email address and the message. Brevo's support staff may access its systems from the United States and India.
- **Web Push services** of the maker of each User's browser or phone: Apple Inc. (United States), Google LLC (Firebase Cloud Messaging, United States), Mozilla Corporation (United States) and Microsoft Corporation (United States). Used only when a User turns on notifications. They receive the device's push address and an empty wake-up signal; the text of the notice is fetched by the app from the centre's own site, so they never receive it or any Student's work.

Running our own business

- **Cloudflare, Inc.** (United States) also hosts the acadence.net website and forwards email sent to acadence.net addresses.
- **Google LLC** (United States and other countries) provides the fonts used on the acadence.net website (it receives the visitor's IP address) and Gmail for our own email.
- **Meta Platforms** (WhatsApp) for messages with centres' staff and people who contact us.
- **Anthropic, PBC** (United States; Claude) and **OpenAI OpCo, LLC** (United States) help us write and check question-bank questions and solutions. They receive syllabus material and questions only, never Centre Data.

AI Providers

An AI Provider receives work only when a centre's tutor or setting uses an AI Feature. For Students' work the Service also requires the Student's current AI consent, and refuses any provider marked "not used" below.

Provider	Where	Training	Copies kept	Students' work
Alibaba Cloud (Singapore) Pte Ltd, Model Studio (Qwen)	Stored in Singapore; processing on Alibaba Cloud nodes outside mainland China (countries not named by Alibaba)	Not used to train its models	Usually up to 30 days; up to 2 years for content its safety checks flag	Allowed with the Student's AI consent. Not used today.
OpenAI OpCo, LLC (United States)	United States and other countries (not named by OpenAI)	Not used to train its models	Up to 30 days (abuse monitoring)	**Used** (from 26 October 2026), only for a Student whose parent or guardian has consented; never for a Student under 13 (no zero data retention).
Anthropic, PBC (United States; Claude)	Stored in the United States; processing in the United States or any country Anthropic uses (not named)	Not used to train its models	Up to 30 days (up to 2 years for content its safety systems flag)	Allowed with the Student's AI consent once enabled. Not used today.
National University of Singapore, School of Computing (SoCLaaS)	Not published	Not published	Not published	**Never used for Students' work.** May be used to read Papers only.
Google Asia Pacific Pte. Ltd. (Gemini)	Any country where Google has facilities	Not used to train its models (paid service)	A limited period for abuse monitoring	**Not used for Students' work.** Used only for Papers and for demonstration accounts, whose work is invented.

Copies kept by an AI Provider follow that provider's own terms, which can change. Where a provider offers zero data retention to Book In Chat, we will say so here.

Signatures

Signed for the Centre by a person authorised to bind it, who has read the documents above.

Centre's registered name: _____ UEN: _____

Email for data questions from students and parents: _____

Name: _____ Role: _____

Signature: _____ Date: _____

Signed for BOOK IN CHAT PTE. LTD.

Name: Lee Cheng Han Role: Director

Signature: _____ Date: _____