

Please read these terms and conditions carefully.

In these Terms of Use, “**Platform**” means the websites at any domain name operated by or on behalf of us or any of our Affiliates from time to time, and any mobile applications operated by or on behalf of us or any of our Affiliates from time to time.

Unless the context requires otherwise, “**MN**” refers to Mandai Nature Fund Ltd., “**we**”, “**our**”, or “**us**” refers to MN and our Affiliates, and “**you**” or “**your**” refers to each such party who is given access or use of the Platform (or part thereof) by us.

The following Terms of Use govern your use and access of the Platform and the Services.

By accessing, registering for, downloading or installing the Platform and/or using the Services, you agree to be bound by these Terms of Use. If you are agreeing to be bound on behalf of your employer or another entity, you represent and warrant that: (i) your employer, or the applicable entity, is duly organised, validly existing and in good standing under the laws of the country in which it is organised or incorporated; (ii) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (iii) you have read and understand these Terms of Use; and (iv) you agree, on behalf of the party that you represent, to these Terms of Use.

If you do not agree to these Terms of Use or if you do not have the legal authority to bind your employer or the applicable entity, do not access and/or use this Platform or the Services.

Access to and use of password-protected and/or secure areas of the Platform and use of the Services are restricted to authorised users only. You may not obtain or attempt to obtain unauthorised access to such parts of this Platform and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Misuse Act (Cap. 50A) of Singapore or equivalent legislation in your home jurisdiction.

1. Definitions and interpretation	1.1	Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms of Use and its Schedules.
2. Licence to use Platform	2.1	Licence: The Platform is proprietary to us, our Affiliates, our licensors and/or our service providers and must not be used other than strictly in accordance with these Terms of Use. If you agree to these Terms of Use, we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Platform, for the purpose of accessing and using the Services.
	2.2	You may not under any circumstances:
	(a)	copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a “ <i>pay-per-use</i> ” basis, publish or otherwise reproduce the Platform or any part thereof in any form by any means;
	(b)	adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Platform or any part thereof;
	(c)	remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking placed upon or contained within the Platform;
	(d)	prepare or develop derivative works based on the Platform;

- (e) use the Services and/or Platform for purposes other than those permitted under these Terms of Use or illegal, unlawful or malicious purposes;
- (f) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (g) attempt to gain unauthorised access to or otherwise interfere or disrupt other systems or networks connected to the Platform or Services;
- (h) post, promote or transmit through the Platform or Services any Prohibited Materials;
- (i) interfere with another's utilisation and enjoyment of the Services and/or the Platform;
- (j) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another User's Device or the Services and/or the Platform;
- (k) take any action or use the Platform or the Services in a manner which may adversely affect the regular operation of the Platform and/or the Services (including without limitation, actions which excessively overload the systems); or
- (l) use the Platform or the Services other than in conformance with the acceptable use policies of any connected networks, any applicable Internet standards and any other applicable laws, or view, listen to, download, print or use the Materials other than as allowed under applicable laws.

Any breach of the aforesaid restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms of Use.

- 2.3 For the avoidance of doubt, we shall not at any time be obliged to provide any adaptations, enhancements and/or modifications to the Platform, including any updates, patches, bug-fixes and/or upgrades to the Platform or any new versions and/or releases of the Platform which incorporate new features or functions.

3. General use of Services and/or access of Platform

- 3.1 **Guidelines to the use of Platform:** You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of or access to the Platform and/or the Services, as well as any amendments to the aforementioned, issued by us, from time to time. These notices, guidelines and operating rules and policies will generally be notified to you via email, push notification(s) and/or publication on the Platform or such other method of notification as may be designated by us, which you acknowledge shall be sufficient notice for the purpose of this clause. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

- 3.2 **General terms of access and use:** The Services may only be accessed by you with the use of your Username and Password (as registered by you in accordance with Clause 4.1). You agree to access and/or use the Platform and/or Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Platform and/or Services in good faith.
- 3.3 **Availability of Platform and Services:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform and/or any Services and shall not be liable if any such upgrade, modification, suspension, discontinuation or removal prevents you from accessing the Platform and/or any part of the Services.
- 3.4 **Right, but not obligation, to monitor content:** We and our service providers reserve the right, but shall not be obliged to:
- (a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action we deem appropriate;
 - (b) suspend, prevent, disable, terminate or restrict any access to and/or use of the Platform and/or the Services (or part thereof) by any User or Third Party;
 - (c) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities;
 - (d) request any information and data from you in connection with your use of the Services and/or access to the Platform at any time and to exercise our right under this Clause 3.4 if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data; and/or
 - (e) without stipulating any reason and in our sole discretion, remove, block, suspend, modify, reject or edit any User Content. For the avoidance of doubt, the foregoing shall permit us or our service providers to reject or remove any User Content for whatever reason.
- 3.5 **User Content:** We and our service providers are entitled and authorised to host, represent, display or signify on or through the Platform and/or any Services that any User Content are from you. We and our service providers neither endorse nor assume any responsibility for the contents of your postings, transmissions or communications through the Platform and you are solely responsible therefor.
- 3.6 **Additional Terms:** In addition to these Terms of Use, the use of specific aspects of the Platform, Services and/or Materials offered by us and/or our Affiliates or service providers, may be subject to additional terms and conditions ("**Additional Terms**"), as notified to you from time to time and which you will need to accept before using such aspects, and will apply in full force and effect upon your access to and/or use of such aspects.

- 3.7 **New Features:** Without prejudice to Clause 2.3, we reserve the right to produce new and updated versions of the Platform and/or introduce new or enhanced services, products, programmes, functions, features and/or applications (collectively, "**New Features**") to the Platform. The term "Services" shall include any New Features which are provided through the Platform. All New Features shall be governed by these Terms of Use and may be subject to the Additional Terms, which you shall be required to agree to before access to and use of such New Features is provided, and shall be deemed to have been agreed to upon your access to and/or use of such New Features. In the event of any inconsistency between these Terms of Use and any Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the New Features in question unless otherwise provided.

**4. Access to and/or use of
Authorised User-only Services**

4.1 **Username/Password:**

- (a) Username and Password may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion in connection with the use of the Services and/or access to the Platform.
- (b) We may at any time in our sole and absolute discretion forthwith invalidate the Username and/or Password without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation.
- (c) You hereby agree to change your Password from time to time and to keep the Username and Password confidential and protected against unauthorised access at all times. You shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of the Username and/or Password. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorised use of the Username and/or Password.

- 4.2 **Purported use/access:** You agree and acknowledge that any use of the Services and/or any access to the Platform and any information, data or communications referable to the Username and Password shall be deemed to be, as the case may be:

- (a) use of or access to the Platform and/or the Services by you; or
- (b) information, data or communications posted, transmitted and validly issued by you.

You agree to be bound by any use of or access to the Platform and/or any Services which are referable to your Username and Password (whether such access or use is authorised by you or not) and you agree that we and our service providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you. You further agree and acknowledge that you shall be bound by and agree to fully indemnify us and all other MN Entities against any and all Losses, damages and expenses (including legal fees) attributable to any use of any Services and/or access to the Platform referable to the Username and Password.

- 4.3 If you connect to any third party system through the Platform or the Services, you must comply with the relevant terms and conditions for such third party system. You are responsible for the registration and use of any usernames or passwords required to connect to any third party system.
- 5. Intellectual Property Rights**
- 5.1 **Ownership of Platform and Materials:** The Intellectual Property Rights in and to the Platform and the Materials are owned, licensed to or controlled by us, our Affiliates, our licensors or our service providers. We reserve the right to enforce its Intellectual Property Rights to the fullest extent of the law.
- 5.2 **Rights in User Content:** You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the Intellectual Property Rights or any other rights of any Third Party. You hereby consent and grant to us, our Affiliates and our service providers a non-exclusive, world-wide, royalty-free, irrevocable licence and right to host, transmit, distribute or use (which will include the right to copy, reproduce and/or publish) the User Content in connection with the Platform and/or the Services.
- 5.3 **Restricted use:** No part or parts of the Platform, or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant Intellectual Property Right owners. Subject to Clause 5.4, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses if the download or printing functionality is available (e.g. by means of a download or print button), provided always that:
- (a) you do not modify the Materials and that we or the relevant Intellectual Property Right owners retain all copyright and other proprietary notices contained in the Materials; and
- (b) you do not reuse or retransmit any such Materials (or part thereof) to any other person or entity without our prior written approval or that of the relevant Intellectual Property Right owners.
- 5.4 **Trade marks:** The Trade marks are registered and unregistered trade marks of us or Third Parties. Nothing on the Platform and in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trade marks displayed on the Platform and/or Services, without the written permission of the applicable Trade mark owner.
- 6. Our limitation of responsibility and liability**
- 6.1 **No representations or warranties:** The Services, the Platform and the Materials are provided on an “as is” and “as available” basis. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability, satisfactory quality or fitness for a particular purpose or use, are given in conjunction with the Platform, the Services or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:
- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Platform, the Services or the Materials;

- (b) that the Platform, the Services or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. Where the Platform and/or the Services are unavailable, Users may be able to continue accessing the Services through alternative means as may be determined by and notified to Users at our sole discretion;
- (c) that the Platform or the Services will be compatible with any hardware or software, or the files on your browser and/or operating system;
- (d) that the Platform, the Services or the Materials are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and
- (e) the security of any information transmitted by you or to you through the Platform or the Services, and you accept the risk that any information transmitted or received through the Services or the Platform may be accessed by unauthorised Third Parties and/or disclosed by us or our officers, employees or agents to Third Parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

6.2 **Exclusion of liability:** MN Entities shall not be liable to you for any Losses, damages or expenses (including, any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- (a) any access, use and/or inability to use (including prohibitions, restrictions, interruptions and delays in the use of) the Platform or the Services;
- (b) any inaccuracies, error or omission, regardless of cause, in the Materials;
- (c) any system, server or connection failure, error, omission, interruption, delay in transmission, virus or other malicious, destructive or corrupting code, agent program or macros;
- (d) any use of or access to any other website or webpage linked to the Platform, even if the MN Entities may have been advised of, or otherwise might have anticipated, the possibility of the same;
- (e) any services, products, information, data, software or other material obtained or downloaded through the Platform, Services and/or Materials or from any other website or webpage provided through the Platform, Services and/or Materials or from any other party referred through the Platform, Services and/or Materials, or through the use of the Platform, Services and/or Materials;
- (f) your use or misuse of the Platform, Services and/or Materials; or
- (g) any reliance on the Platform, Services and/or Materials.

- 6.3 **At your own risk:** Any risk of misunderstanding, error, Loss, damage or expense resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable therefor.
7. **Hyperlinks, alerts and advertising**
- 7.1 **Hyperlinks:** For your convenience, we may include hyperlinks to other websites, mobile applications or content on the Internet that are owned or operated by Third Parties. Such linked websites, mobile applications or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website or mobile application. Any hyperlinks to any other websites, mobile applications or content are not an endorsement or verification of such websites, mobile applications or content and you agree that your access to or use of such linked websites, mobile applications or content is entirely at your own risk.
- 7.2 **Advertising:** We may attach banners, java applets and/or such other materials to the Platform for the purposes of advertising our (or our Affiliates' and/or Third Parties') products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.
8. **Consent to disclosure & provision of information**
- 8.1 **Personal data protection policy:** Our personal data protection policy explains how we treat your Personal Data when you access the Platform and/or use the Services. By accessing the Platform and/or using the Services, you agree that we can collect, use and disclose any Personal Data you provide to us in accordance with our personal data protection policy (which may be found at <https://mandainature.org/data-protection-policy>), as may be updated and/or amended by us from time to time.
- 8.2 **Collection of data:** In addition to the information that you submit via the Platform, you consent to our systems being programmed to gather certain anonymous data to help us understand how the Platform and/or Services are being used and how we can improve it. This automatically gathered data includes your Device's IP or "Internet Protocol" address, statistics about how you navigate through the Platform and/or Services, and information provided through the use of "cookies".
- 8.3 **Consent to receive messages:** You consent to and authorise the use by us of any information provided by you (including Personal Data) for the purposes of the sending of commercial messages to you. Your agreement to the provisions of this Clause 8.3 shall constitute your consent for the purpose of the provisions of any personal data and spam control laws (whether in Singapore or elsewhere).
- 8.4 **Cookies:** During your use of the Platform, we may issue to and request from your Device "cookies" to enable more convenient browsing when you revisit the Platform. You must not alter any cookies sent to your Device from the Platform and must ensure that your Device sends correct and accurate cookies in response to any relevant request from the Platform.
9. **Termination**
- 9.1 **Termination by us:** In our sole and absolute discretion, we may with immediate effect without notice to you, terminate your access and use of the Platform and/or Services and/or disable the Username and Password. We may bar access to the Platform and/or Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms of Use or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services.

9.2 **Consequences of termination**

- (a) Upon termination or expiry of these Terms of Use for any reason whatsoever, all rights and/or licences granted to you under these Terms of Use shall immediately cease and terminate and you shall forthwith cease the use of the Platform in any way whatsoever.
- (b) Termination of these Terms of Use for any reason shall not bring to an end MN's rights accrued prior to termination, and your obligations under any provisions of these Terms of Use which are meant to survive the termination.

10. Notices

- 10.1 **Notices from us:** All notices or other communications given to you if communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast
- 10.2 **Notices from you:** You may only give notice to us in writing sent to our designated channels, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.
- 10.3 **Other modes:** Notwithstanding Clauses 10.1 and 10.2, we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

11. General

- 11.1 **Governing law and dispute resolution:** Use of the Platform and/or the Services and these Terms of Use shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of Singapore courts.
- 11.2 **Amendments:** We may, without prior notice to you, vary the terms and conditions of these Terms of Use by posting such updated Terms of Use on the Platform, such variation to take effect on the date we specify. If you use the Platform or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop accessing or using the Platform and the Services immediately and terminate these Terms of Use by giving us notice in writing. Our right to vary these Terms of Use in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms of Use.
- 11.3 **Sub-contracting and delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Platform and/or Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 11.4 **Assignment:** You may not assign your rights under these Terms of Use without our prior written consent. We may assign our rights under these Terms of Use to any Affiliate or Third Party.
- 11.5 **Force majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of our obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

- 11.6 **Severability:** The invalidity or unenforceability of any of the provisions in these Terms of Use shall not adversely affect or impair the validity or enforceability of the remaining provisions of these Terms of Use.
- 11.7 **Waiver:** In the event of a non-compliance with or breach of these Terms of Use by you, our delay or failure to enforce these Terms of Use shall not constitute a waiver of these Terms of Use, and such delay or failure shall not affect or prejudice our rights later to enforce these Terms of Use. We would still be entitled to exercise our rights and remedies in any other situation where you breach or fail to comply with these Terms of Use.
- 11.8 **Rights of Third Parties:** A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any of these terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 11.8 shall affect the rights of any permitted assignee or transferee of these Terms of Use.

Schedule 1

Definitions and Interpretation

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| <p>1. Definitions. Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms of Use:</p> | <p>interface, forms, diagrams or other material contained in the Platform.</p> |
| 1.1 "Additional Terms" is defined in Clause 3.6. | 1.9 "New Features" is defined in Clause 3.7. |
| 1.2 "Affiliates" means Mandai Park Holdings Pte. Ltd., Wildlife Reserves Singapore Pte Ltd, and their respective affiliates, related corporations and subsidiaries. | 1.10 "Order" means an order for MN's products and/or services made by a User via the Platform. |
| 1.3 "Authorised User" means a registered user of the Platform. | 1.11 "Password" refers to the valid password that you use in conjunction with the Username to access the Platform and/or Services. |
| 1.4 "Device" means a computer, laptop, mobile phone, smartphone, tablet, phablet, kiosk or other device from which the Platform and/or Services can be accessed and used. | 1.12 "Personal Data" means any data about you from which you can be identified, either (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time. |
| 1.5 "Intellectual Property Rights" means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights. | 1.13 "Platform" is defined in the recitals. |
| 1.6 "Loss(es)" means all losses, liabilities, settlement sums, costs (including, without limitation, legal costs and costs of other professionals), penalties, fines, charges, expenses, actions, proceedings, claims and demands, whether foreseeable or not. | 1.14 "Prohibited Material" means any information, graphics, photographs, data and/or any other material that: <ul style="list-style-type: none"> (a) contains any virus or other invasive or damaging code, program or macro; (b) infringes any Third Party's Intellectual Property Rights or any other proprietary rights; (c) is defamatory, libellous or threatening; (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law; and/or (e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion. |
| 1.7 "MN Entities" means Mandai Nature Fund Ltd., and its Affiliates, service and data providers, agents and business partners, and their respective officers, directors, employees, shareholders, agents, independent contractors, successors and assigns. | 1.15 "Services" means services, information and functions made available by us and/or our Affiliates through the Platform. "Services" do not include the services which are provided by Third Parties other than our Affiliates. |
| 1.8 "Materials" means, collectively, all content, data, information, functionalities, services or materials displayed, provided or made available on the Platform, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user | 1.16 "Terms of Use" means the recitals, Clauses 1 to 11 and this Schedule 1. |
| | 1.17 "Third Party" means a legal entity, company or person(s) that is not a party to these Terms of Use. |

- 1.18 **"Trade marks"** means the trade marks, service marks, trade names and logos used and displayed on the Platform.
- 1.19 **"User"** means any party with access to the Platform and/or who uses the Services.
- 1.20 **"Username"** refers to the unique login identification name or code which identifies you.
- 1.21 **"User Content"** means any information, text, graphics, photographs and/or other materials submitted by any User (including you) for inclusion, implementation, hosting and/or posting through the Platform and/or Services or by such other means as we may prescribe.

2. Interpretation

- 2.1 In these Terms of Use: (i) whenever the words *"include"*, *"includes"* or *"including"* are used in these Terms of Use, they will be deemed to be

followed by the words *"without limitation"*; (ii) references to Clauses, Paragraphs and Schedules (unless otherwise stated) will be to such clauses, paragraphs and schedules of these Terms of Use; (iii) words importing the singular only shall also include the plural and vice versa where the context requires and references to persons include bodies incorporate or unincorporated, including partnerships and their successors and assigns; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words *"month"* or *"monthly"* as well as all references to a number of months means calendar months; (v) clause, paragraph and/or schedule headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use; and (vi) references to a statute, law, by-law, regulation, rule, directive, delegated legislation or order also refers to the same as amended, modified or replaced from time and to any by-law, regulation, rule, directive, delegated legislation or order made thereunder.