

## Schedule 1 Definitions and Interpretation

1. **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in the Terms:
- 1.1 **“Accepted Order”** means any Order that is accepted by us in our sole and absolute discretion.
- 1.2 **“Date of Order”** means the date on which you place the Order.
- 1.3 **“Digital Products”** means any digital content made available on the Site that you may purchase and download upon issuance of an Accepted Order, and includes e-books, audio/video, games, music (e.g. in MP3 format), software and/or any other content that are digitally encoded.
- 1.4 **“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.
- 1.5 **“Materials”** means the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available on the Site and the functionalities or services provided therein.
- 1.6 **“Member”** refers to a registered user of the Site.
- 1.7 **“Membership”** refers to the membership rights and obligations of a Member granted pursuant to the Membership Terms.
- 1.8 **“Password”** refers to the valid password that you use in conjunction with the Username to access the Site, if you are a Member.
- 1.9 **“Personal Information”** means information that can be used to identify, contact or locate you. Personal Information can include your name, e-mail address, billing address, shipping address, phone number and credit card information.
- 1.10 **“Physical Products”** means products other than Digital Products that you can purchase on the Site, and include books, stationery, magazines and/or any other products that are not available for downloading upon issuance of an Accepted Order.
- 1.11 **“Product”** means a Physical Product or Digital Product, as the case may be.
- 1.12 **“Order”** means your offer to purchase a Product(s).
- 1.13 **“Site”** refers to [www.nogstore.asia](http://www.nogstore.asia) and/or any other URL that we may specify from time to time, and all web pages thereunder.
- 1.14 **“Supplier”** refers to a company or entity which has entered into a contractual relationship with us to supply one or more of the Products to you.
- 1.15 **“Username”** refers to the unique login identification name or code which identifies you, if you are a Member.
- 1.16 **“we” and “us”** refer to [Times The Bookshop Pte. Ltd] (Company Registration No: [196700335H]), a corporation incorporated in Singapore and having a registered address at [Times Center, 1 New Industrial Road, Singapore 536196].
- 1.17 **“you” and “your”** refer to the individuals over the age of 18 or otherwise under the supervision of a parent or legal guardian.
2. **Interpretation**
- 2.1 In the Terms: (i) whenever the words “include”, “includes” or “including” are used in the Terms, they will be deemed to be followed by the words “without limitation”; (ii) reference to Clauses, Paragraphs and Schedules are (unless otherwise stated) to clauses, paragraphs and schedules of the Terms; (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 the Terms; 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.

1.1 In the event of any inconsistency between the body of the Terms and any of the Schedules, the body of the Terms shall prevail unless otherwise provided.