

TERMS OF USE

THESE TERMS OF USE GOVERN YOUR USE OF THE GOTUTOR WEBSITE AS A TUTOR AND/OR STUDENT.

This Website is owned and operated by Star Horizon Learning Pte Ltd ("Star Horizon"). This Terms of Use shall govern your use of the Gotutor website as a provider of any services or content to other users on Gotutor. Access and use of this website ("Website") is provided by Star Horizon to you on condition that you accept these Terms of Use, and by accessing or using this Website, you agree to these Terms of Use. If you do not agree to accept and abide by these Terms of Use you should not access or use this Website.

Star Horizon reserves the right, in its discretion, to change or modify all or any part of this Terms of Use at any time, effective immediately upon notice published on the Website. You are advised to review the Terms of Use posted on the Website periodically. Your continued access or use of this Website after any such changes are posted will constitute your acceptance of these changes. If at any time the terms and conditions of this Terms of Use are no longer acceptable to you, you should immediately cease use of the Website.

All dates indicated in this Terms of Use are based on Greenwich Median Time (GMT) unless otherwise stated.

Use of the Site

This Website and its contents (the "Content") are intended solely for Tutors and Students (defined below) who have transactions at Star Horizon. You may not use this Website or the Content for any purpose not related to your business with Star Horizon. You are specifically prohibited from:

- (a) downloading, copying, or re-transmitting any or all of the Website without, or in violation of, a written license or agreement with Star Horizon;
- (b) publishing, transmitting, transfer or sell, reproducing, creating derivative works from, distributing, performing, displaying, reverse engineering or in any way exploiting any of the Content, in whole or in part, except as otherwise expressly permitted in this Terms of Use;
- (c) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Star Horizon or Gotutor product or service if you are not expressly authorized by such party to do so;
- (d) interfering other users from providing or using services from the Website; and
- (e) using the Website or the Content other than for its intended purpose.

You understand that we may include on this Website certain announcements or administrative messages which are necessary for Star Horizon to provide its services. We always appreciate your feedback or other suggestions about Gotutor Website, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them). You should never send us any confidential or proprietary information.

You may not interfere with the security of, or otherwise abuse this Website or any system resources, services or networks connected to or accessible through this Website. You may only use this Website for lawful purposes.

Intellectual Property

All materials (including the organization and presentation of such material) on this Website other than the materials provided or uploaded by the Providers (the “Materials”) are the property of Star Horizon, its affiliates or other third parties, and may be protected by intellectual property laws including laws relating to copyrights, trademarks, tradenames, internet domain names, and other similar rights.

The Materials may only be used in relation to your business with Star Horizon. You may not copy, create derivative works from or otherwise exploit the Materials in any way.

Privacy

Star Horizon is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit our website. Please see our 'Privacy Policy' for further details.

Internet software or computer viruses

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website. Computer viruses or other destructive programs may also be inadvertently downloaded from this Website.

Star Horizon shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Website or your downloading of any of the Materials from this Website.

Star Horizon recommends that you install appropriate anti-virus or other protective software.

Registration Data and Account Security

In consideration of your use of the Website, you agree to:

1. provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data");
2. maintain and promptly update the Registration Data, and any other information you provide to Star Horizon, to keep it accurate, current and complete;
3. maintain the security of your password and identification;
4. notify Star Horizon immediately of any unauthorized use of your account or other breach of security;
5. accept all responsibility for any and all activities that occur under your account;
6. accept all risks of unauthorized access to the Registration Data and any other information you provide to Star Horizon;

7. allow us to remove or reclaim an account if we believe appropriate (such as when a trademark owner complains about a username that violates such trademark).

Rules of Conduct

You agree that you will not use the Website for any purpose that is unlawful or not permitted by this Terms of Use. By way of example, and not as a limitation, you agree that when uploading to or communicating via the Website, including in respect of any “live” lessons, chats, video or audio clips, files or other exchanges accessed on or through the Website, you shall NOT do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information;
- Solicit login information or access an account belonging to someone else;
- Post unrelated content, keywords or items in an inappropriate category or area;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless you own or control the rights thereto or have received all necessary consents;
- Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer;
- Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;
- Post anyone’s identification documents or sensitive information;
- Falsify the origin or source of software or other material contained in a file that is uploaded;
- Advertise or offer to sell any goods or services other than specifically admitted under this Terms of Use or conduct or forward surveys, contests or chain letters;
- Solicit users to other sites or businesses not related to Star Horizon;
- Use any communications or Content or other information obtained through the Website in a manner that is competitive with the Website or Star Horizon’s business.

You acknowledge that no communication of a third party or Content is endorsed by Star Horizon and no communication of a third party or Content may be considered reviewed, screened or approved by Star Horizon. As explained below, Star Horizon reserves the right for any reason to remove without notice any communication, Content or other material posted to the Website.

You also agree not to:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website;
- Attempt to gain unauthorized access to any other Star Horizon or Gotutor member accounts, computer systems or networks associated with the Website;
- Forge headers or otherwise manipulate the Website’s identifiers; and

- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

PROVISION OF SERVICES AND CONTENT

Relationship between Tutors, Students and Star Horizon.

Star Horizon's Website "Gotutor.com" is a venue for you to act as:

- a tutor ("Tutor") of Knowledge ("Knowledge") or provider of content ("Content") to other users on Gotutor.
- a student("Student") of Knowledge or receiver of Content from other users on Gotutor.

Your account allows you to be a Tutor or a Student. At any time you agree to become a Tutor to another user, or agree to become a Student from another user, that agreement will be binding and constitutes a transaction ("Transaction"). As a Tutor you will be able to list your Knowledge or Content on the Website ("Listing") that Students will be able to search and download on the Website.

Gotutor acts as an intermediary for facilitating such Transactions, and we are not involved in the actual transaction between the Tutor and the Student. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between Star Horizon and Tutor or Star Horizon and Students is intended or created in this Terms of Use. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE DELIVERABILITY, QUALITY, TIMELINESS, ACCURACY, APPROPRIATENESS, CONSISTENCY, LEGALITY, SAFETY, AND ANY OTHER SIMILAR COMPONENTS OF SUCH TRANSACTIONS. YOU AGREE THAT WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH STAR HORIZON OR GOTUOR. STAR HORIZON IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY TUTOR OR STUDENT. As a Tutor or Student, you use the Website at your own risk.

Disputes between Tutors and Students

Any dispute between Tutors and Students with regards to a Transaction shall be resolved solely between Tutors and Students and will not make any decision with respect thereto. If any dispute is not resolved between Tutors and Students, Star Horizon will follow a general guideline as published on the Website in order to make payment to Tutors and/or Students and you understand that we shall not be involved in any dispute between Tutors and Students by making such payment.

Tutor in General

By being a Tutor on the Website, you agree to assume full responsibility and accuracy for any Transaction that you have entered with a Student. You understand that your Listing may take an extended amount of time for it to be viewable or searchable by other users. Your Listing may also appear anywhere on the Website that we deem appropriate. You are legally liable for any Listings that you have on the Website, and you must be fully capable of delivery on the Transaction that you have offered.

Once you agree to a Transaction, you are obligated to deliver on the Transaction fully and punctually in a manner that will meet a Student's reasonable satisfaction. If you fail to fully

deliver on the Transaction on time, you will not only lose up to the full amount of such promised transaction, you may be banned from the Website, or have your Listings made invisible to other users at our sole discretion.

Star Horizon, in its sole discretion, may determine which Knowledge or Contents is suitable for offering on the Website, and has the right to deny and/or revoke your offering at any time without any notice to you.

Each Transaction is independent of itself.

If you enter into a Transaction that cannot be provided at the desired time due to a technical failure or an interruption of service, or if the student is unable to continue with the Transaction for any reason, your only remedy is to either (i) negotiate with the student and have your Transaction be completed at a later time, or (ii) to cancel such a Transaction and receive no compensation for such Transaction.

Payment Source

You can make payments to Star Horizon using a number of different payment sources, like credit cards such as VISA, MasterCard, JCB, and PayPal or through Paynow or PayLah!

Upon provision of a payment source to us, you confirm that all the information that you provided to us are accurate, and you are permitted to use that payment source. You also authorize us to collect and store the payment source, along with other related transaction information. If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available.

By approving the purchase of the product or service, you authorize Star Horizon to charge the payment source for the total amount of the purchase.

Some countries may restrict or prohibit your ability to make payments through Star Horizon. Nothing in these Terms of Use should be read to override or circumvent any such foreign laws.

Actions we may take

As part of our effort to keep Star Horizon and Website safe, we may take certain actions to reduce liability for users and ourselves. We may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity or creditworthiness. We may cancel any transaction if we believe the transaction violates these Terms of Use, or we believe doing so may prevent financial loss. We may contact your payment source issuer, law enforcement, or impacted third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law. We may cancel any credits transferred, assigned, or sold in violation of this Terms of Use.

Managing Content

Star Horizon does not and cannot review all communications or Content uploaded to the Website and is not responsible for the content of such communications or Content. You shall

remain solely responsible for all communications made or Content uploaded under your account with the Website. Star Horizon shall have the right but not the obligation to correct any errors or omissions in any Content, as it may determine in its sole discretion. You acknowledge that any screening of Content performed by Star Horizon to determine accepted content is done as a courtesy only.

You own all of the content and information that you post and upload on the Website. For content that is covered by intellectual property rights, you specifically grants us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Star Horizon. This permission that you grant to use ends when you delete your content or your account, unless your content has been shared with others, and they have not deleted it.

When you delete content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

Star Horizon reserves the right to delete, move or edit any of your content at any time without prior notice to you.

Notice and Procedure for Making Claims of Infringement

Star Horizon respects the copyright of others, and we ask our users to do the same. If you believe that any of your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Star Horizon with a written communication addressed to our Director including substantially the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Website;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please address your letter to our Director, as follows:

Star Horizon Learning Pte Ltd
37 Jalan Pemimpin MAPEX
#06-13
Singapore 577177
Attention: DIRECTOR

You acknowledge that even if we receive such written communication, Star Horizon has no obligation to take any action relating thereto and any action taken by Star Horizon is done as a courtesy only.

Confidential Information

You acknowledge that the Confidential Information (defined below) which you obtain through the entering into of this Terms of Use and the use of the Website constitutes valuable, confidential, proprietary information of Star Horizon and its licensors, and you agree that during the term of this Terms of Use and thereafter you shall not, without the express written consent of Star Horizon, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Terms of Use or as required by applicable law.

For the purposes of this Terms of Use, “Confidential Information” means any and all data, information, documents, software or materials relating to the business and management of Star Horizon, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Website content belonging to others and other intellectual property.

DISCLAIMER OF WARRANTIES

THE WEBSITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. STAR HORIZON DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

STAR HORIZON DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE WEBSITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

Limitation of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE AND THE MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL STAR HORIZON OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, STAR HORIZON'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS TERMS OF USE OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE SINGAPORE DOLLARS (SGD5).

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF STAR HORIZON OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Age and Responsibility

You represent and warrant that you are of sufficient legal age to use the Website and to create binding legal obligations for any liability you may incur as a result of the use of the Website. You agree to be responsible for all of your use of the Website (as well as for use of your account and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Website under your name or account.

Indemnification

You agree to indemnify, defend and hold Star Horizon and its affiliates, and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Star Horizon Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers' fees) incurred by any Star Horizon Party resulting from or in connection with: (i) any use or alleged use of the Website under your Member Name by any person, whether or not authorized by you; (ii) any communication made or Content uploaded under your Member Name; or (iii) any breach by you of this Terms of Use. Star Horizon reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Star Horizon's defense of such claim.

Term and Termination

This Terms of Use is effective until terminated. You may terminate this Terms of Use at any time by emailing enquiry@Star-Horizon.com by such other means of written notice acceptable to Star Horizon which enables confirmation of your identity and your intention to terminate. Star Horizon reserves the right, in its sole discretion, to restrict, suspend or terminate your right to access to the Website at any time for any reason without prior notice or liability. Star Horizon may change, suspend or discontinue all or any aspect of the Website at any time, including the availability of any feature, database, or Content, without prior notice or liability.

Star Horizon may also terminate or suspend your access to the Website for inactivity, which is defined as failing to access the Website with as an authenticated user for an extended period of time, as reasonably determined by Star Horizon.

Termination of this Terms of Use does not relieve you of your responsibilities to pay any amounts due to Star Horizon under this Terms of Use or your obligations to not use the membership portions of the Website or any Content other than in the manner permitted under this Terms of Use or any other agreement entered into at the time such Content was downloaded. Termination of this Terms of Use shall operate without prejudice to the Star Horizon's rights, defenses and limitations of liability provided under this Terms of Use, which rights, defenses and limitations of liability shall survive termination of this Terms of Use.

Email

Feel free to email Star Horizon at enquiry@star-horizon.com. However, the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Star Horizon is not liable for any damages related to communications to or from this Website. You agree with respect to any information provided by you to us through this Website or via e-mail that:

- Star Horizon has no obligation concerning such information;
- the information is non-confidential;
- Star Horizon may use, disclose, distribute or copy the information and may use any ideas, concepts or know-how contained in the information for any purpose without compensation; and
- the information is truthful and disclosure of the information does not violate the legal rights of others.

Applicable law

This Website is controlled, operated and administered by Star Horizon from within Singapore. This Website can be accessed from Singapore, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of Singapore, by accessing this Website, you acknowledge and agree that all matters relating to access to, or use of this Website shall be governed by Singapore laws applicable therein (without reference to conflicts of laws principles).

You represent that you are not a person barred from accessing or receiving services from our Website under the laws of Singapore or other applicable jurisdiction. You shall not intentionally or unintentionally violate any applicable local, state, national or international law.

You consent to having your data, including personal data, transferred to and processed in Star Horizon servers, which at any time may be in any location that Star Horizon chooses to host its servers. You acknowledge the use of the Website results in interstate data transmissions.

This Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the Website, or such other address as you may advise us in writing to use, from time to time.

You acknowledge, consent and agree that Star Horizon may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process (ii) enforce the Terms of Service (iii) respond to claims that any content violates the rights of third parties (iv) respond to your requests for customer service (v) protect the rights, property or personal safety of Star Horizon its users and the public.

Any and all disputes arising out of, under or in connection with this Terms of Use, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Singapore, pursuant to the rules of the Arbitration Act (Singapore) in effect at the time arbitration is demanded.

If Star Horizon is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree that (i) the Singapore Court is the court with exclusive jurisdiction in the first instance and (ii) you shall reimburse Star Horizon for its legal fees, costs and disbursements if Star Horizon is successful.

General

Star Horizon's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

If any provision or part thereof of these Terms of Use is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

This Terms of Use is personal to you and is not assignable by you without Star Horizon's prior written consent. Star Horizon may assign this Terms of Use without your consent to any other party so long as such party agrees to be bound by its terms.

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third party beneficiaries to this Terms of Use.

The parties shall agree that these Terms of Use and all documents relating thereto be drawn up in English. Star Horizon may, but is not obliged to, provide translations of this Terms of Use in other languages solely for the user's convenience. However, in the event of any inconsistency, the English version shall prevail.

You will comply with all applicable laws when using or accessing Star Horizon. Nothing in this Terms of Use shall prevent us from complying with the law.

Contact

If you have concerns relating to this Website or these Terms of Use, please contact Star Horizon Learning Pte Ltd at enquiry@star-horizon.com.

Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS TERMS OF USE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND STAR HORIZON, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND STAR HORIZON RELATING TO THE SUBJECT OF THIS TERMS OF USE.