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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.

CGP or 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.

CGP and 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 CGP or Star Horizon, to keep it accurate, current and complete;
3. maintain the security of your password and identification;
4. notify CGP or 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 CGP or 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 CGP or Star Horizon;
* Use any communications or Content or other information obtained through the Website in a manner that is competitive with the Website , CGP or Star Horizon’s business.

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 CGP, Star Horizon or CGPSDOTRAINING 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.

C**onfidential 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 CGP or 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 CGP or 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 CGP or 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.

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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 CGP AND CGP AND 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 CGP, 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 CGP or 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. CGP and 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 CGP and Star Horizon's defense of such claim.

**Term and Termination**

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CGP or 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 CGP or Star Horizon.

Termination of this Terms of Use does not relieve you of your responsibilities to pay any amounts due to CGP or 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 CGP or 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**

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* CGP and Star Horizon has no obligation concerning such information;
* the information is non-confidential;
* CGP and 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
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This Website is controlled, operated and administered by CGP and 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 CGP and Star Horizon servers, which at any time may be in any location that CGP and 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 CGP and 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 CGP and 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 CGP and 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 CGP and Star Horizon is successful.

**General**

CGP and 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. CGP and 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 CGP and 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](mailto:enquiry@star-horizon.com).

**Acknowledgement**

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