

The Chinese Foundation Secondary School Website Legal Information and Notices

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You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any The Chinese Foundation Secondary School server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of The Chinese Foundation Secondary School, including any The Chinese Foundation Secondary School account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or The Chinese Foundation Secondary School's systems or networks, or any systems or networks connected to the Site or to The Chinese Foundation Secondary School.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to The Chinese Foundation Secondary School on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of The Chinese Foundation Secondary School or others.

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Certain features or services offered on or through the Site may require an account (including setting up an The Chinese Foundation Secondary School ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify The Chinese Foundation Secondary School immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by The Chinese Foundation Secondary School or any other user of or visitor to the Site due to someone else using your The Chinese Foundation Secondary School ID, password or account.

You may not use anyone else's The Chinese Foundation Secondary School ID, password or account at any time without the express permission and consent of the holder of that The Chinese Foundation Secondary School ID, password or account. The Chinese Foundation Secondary School cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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Limitation of Liability

Except where prohibited by law, in no event will The Chinese Foundation Secondary School be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if The Chinese Foundation Secondary School has been advised of the possibility of such damages.

Violation of These Terms of Use

The Chinese Foundation Secondary School may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) The Chinese Foundation Secondary School's rights or property, or the rights or property of visitors to or users of the Site, including The Chinese Foundation Secondary School's customers. The Chinese Foundation Secondary School reserves the right at all times to disclose any information that The Chinese Foundation Secondary School deems necessary to comply with any applicable law, regulation, legal process or governmental request. The Chinese Foundation Secondary School also may disclose your information when The Chinese Foundation Secondary School determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that The Chinese Foundation Secondary School may preserve any transmittal or communication by you with The Chinese Foundation Secondary School through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or The Chinese Foundation Secondary School determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of The Chinese Foundation Secondary School, its employees, users of or visitors to the Site, and the public.

You agree that The Chinese Foundation Secondary School may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to The Chinese Foundation Secondary School, for which monetary damages would be inadequate, and you consent to The Chinese Foundation Secondary School obtaining any injunctive or equitable relief that The Chinese Foundation Secondary School deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies The Chinese Foundation Secondary School may have at law or in equity.

You agree that The Chinese Foundation Secondary School may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If The Chinese Foundation Secondary School does take any legal action against you as a

result of your violation of these Terms of Use, The Chinese Foundation Secondary School will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to The Chinese Foundation Secondary School. You agree that The Chinese Foundation Secondary School will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation Hong Kong export laws and regulations. If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and The Chinese Foundation Secondary School with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and The Chinese Foundation Secondary School with respect to such use are hereby superseded and cancelled. The Chinese Foundation Secondary School will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. The Chinese Foundation Secondary School's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by The Chinese Foundation Secondary School of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between The Chinese Foundation Secondary School and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Feedback and Information

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