

## **Star-CaT Terms & Conditions**

In using this website, you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Customer", "Member", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "The membership", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Customer in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Customer's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

### **Confidentiality**

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

### **Disclaimer**

### **Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not, however, exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## **Payment**

Members' are required to pay for their membership at the time of purchase and then every month there following on the same date each month. We may terminate your membership and remove you from all our Middle East Membership and Star-CaT platforms if your payment fails and we are unable to contact you to collect this. All products and materials within the membership will always remain the property of the business and are not to be reproduced or distributed.

If we are unable to process your membership payment successfully, our system will usually retry every 3 days using the existing payment method you added. We reserve the right to manually retry this payment(s) at any time on your existing payment method – or any new payment methods that you add to your account – to process any outstanding debts.

Star-CaT Ltd is not liable for any late payment fees or reclaimed failed payments by PayPal. For members making their monthly membership payment through PayPal, it is your responsibility to ensure your bank card details are correct and up to date, to do this you can follow the steps on the PayPal site [here](#). Should you cancel your membership with Star-CaT Ltd, Middle East Membership, it is your responsibility to ensure your recurring payment is cancelled with PayPal directly to save any future payments being taken by PayPal.

Please make yourself aware of PayPal's [Privacy Policy](#) if this is your chosen payment gateway for your membership.

Star-CaT Ltd does not accept payment in the form of cheques. Consequently, all purchases and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

## **Cancellation Policy and Refunds Policy**

### ***Trial Membership:***

You may cancel your trial membership at any time by emailing our support team [ea@star-cat.co.uk](mailto:ea@star-cat.co.uk) giving **2 DAYS NOTICE** to cancel your account.

You must close your membership **before your renewal date** in order to prevent any charges on your account. Star-CaT does not offer refunds if the account is not closed in time and please note, the only way to end your trial and avoid charges on your account is by contacting our team with 2 days notice.

### ***Membership:***

You may cancel your monthly membership at any time by emailing our support team on [ea@star-cat.co.uk](mailto:ea@star-cat.co.uk) giving **7 DAYS NOTICE** to cancel your account.

As a new member, you may cancel your monthly membership and request a full refund within your first **14 days** of joining the membership for the first time on a monthly membership only, this is our money-back guarantee. This excludes new members joining on an annual membership. Outside of your first 14 days, we don't offer refunds, but you can still cancel your monthly membership at any time.

Existing or returning members, who have joined again, may cancel their membership via the same methods as mentioned above, however, payment will not be eligible for a refund, you will continue to have access to the membership until your cancellation takes effect on the day or so before your next billing date.

For annual subscriptions, you may cancel your membership at any time, meaning it will not renew after the initial 12 months. We do not offer refunds on annual membership subscriptions.

If you have signed up to the monthly membership subscription and would like to switch to an annual membership, our team will be happy to help transfer this for you. Please allow at least 3 days prior to your monthly billing date for us to process the change from a monthly to annual membership in time. Switching from an annual membership to monthly membership is not possible during your first 12 months, however if at the end of your 12 month membership you would prefer to pay monthly instead, our team can happily help you with this.

### ***Courses:***

The Company, from time-to-time, provides various courses, programs, and associated material for sale separately to the membership. By purchasing these

products you are given immediate access to all the content for our courses, programs, and associated material (collectively the “**Courses**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

By ordering our Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company. You shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses. Not following the above shall be a breach of these terms and conditions.

No refunds are given for a Course you have ordered as you shall be immediately granted instant lifetime access to the course materials and we cannot reverse this access. We clearly lay out what you will be getting from a particular course on the sales page before purchase, this will give you a full understanding of what to expect within the course. If you have any queries regarding any Courses you can contact [ea@star-cat.co.uk](mailto:ea@star-cat.co.uk) prior to purchase.

#### **FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

The information contained on this Website and the resources available for download through this Website are for educational and informational purposes only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

#### **Log Files**

We use IP addresses to analyse trends, administer the site, track user’s movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **Cookies**

Cookies provide information regarding the computer used by a visitor. We may use cookies where appropriate to gather information about your computer in order to assist us in improving our website.

We may gather information about your general internet use by using the cookie. Where used, these cookies are downloaded to your computer and stored on the computer's hard drive. Such information will not identify you personally; it is statistical data which does not identify any personal details whatsoever.

You can adjust the settings on your computer to decline any cookies if you wish. This can be done within the "settings" section of your computer. For more information please read the advice at [AboutCookies.org](http://AboutCookies.org).

## **Links from this website**

We do not monitor or review the content of the other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

## **Communication**

We have several ways of contacting us by the easiest would be via email on [ea@star-cat.co.uk](mailto:ea@star-cat.co.uk).

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of

such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he/she or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

### **General**

The laws of England and Wales govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

### **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our [Privacy Policy](#), we will announce that these changes have been made on our home page and on other key pages on our site, however, we encourage visitors to our website to check our policies available for changes. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by email will be made to those affected by this change. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Customer and ourselves. Your accessing of this website and/or undertaking of purchase, membership or Agreement indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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