myCSISG Terms of Use

Acceptance

1. Your use of the myCSISG services made available at mycsisg.org (hereinafter referred to as “myCSISG”) is subject to the terms and conditions set out in this Terms of Use. Collectively, this legal agreement is referred to below as the “TOUs”.

2. Your acceptance of these TOUs will be deemed by conduct, by using any service on myCSISG.

3. We may make changes to these TOUs from time to time, without notice to you. You understand and agree that if you use myCSISG after the date on which the revised TOUs have been uploaded onto the myCSISG website, we will treat your continued use of myCSISG, as acceptance of the updated TOUs.

4. You acknowledge and agree that:
   a. the form and nature of myCSISG can change from time to time and such changes (if any) will be highlighted on the myCSISG [www.myCSISG.org]; and
   b. we have the sole discretion to stop (permanently or temporarily) providing myCSISG (or any features therein) to you, without prior notice to you.

5. You agree to use myCSISG only for purposes that are permitted by (a) these TOUs and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software).

6. These TOUs will continue to apply until terminated by either you or ISES. You may stop using the myCSISG at any time. You do not need to specifically inform ISES when you stop using the myCSISG services. However, to terminate your legal agreement with ISES, you may do so by (a) notifying ISES at any time and (b) closing your myCSISG account. Your notice should be sent in writing via email to ise@smu.edu.sg.

7. ISES may at any time, terminate its legal agreement with you if:
   a. You have breached any provision of the TOUs (or if in ISES’ sole discretion, you have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the TOUs); or
   b. ISES is required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful); or
   c. TOUs does not is / is no longer providing the services to users in the country in which you are resident or from which you use the service; or
   d. The provision of the services to you by ISES is, in ISES’ sole opinion, no longer financially viable.

8. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ISES have benefited from, been subject to (or which have accrued over time whilst the TOUs have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

9. Nothing in this section of the TOUs shall affect ISES’ rights regarding provision of services under the section titled “Use of myCSISG”

myCSISG Account

10. Only corporate myCSISG accounts are available to Singapore registered companies.

11. To apply for a myCSISG account:
   a. please complete and have the myCSISG Account and Tokens form duly signed by your company’s authorised representative. A copy of the aforementioned form is available here [http://ises.smu.edu.sg/sites/default/files/isemycsisg_application.pdf];
   b. Email / Fax the duly completed and signed form to ise@smu.edu.sg / 68280690;
   c. an ISES representative will accordingly contact you via the email address that has been indicated in the application form.
12. Passwords and Account Security. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with the account you have been assigned with to access myCSISG services. Accordingly, you agree that you will be solely responsible to ISES for all activities that occur under your account. Should you become aware of any unauthorized use of your password and/or of your account, you agree to notify ISES immediately by sending an email to ise@smu.edu.sg.

Payment for the use of myCSISG services

13. Whilst registration is free, tokens will need to be purchased in order to use myCSISG services. One (1) token enables you to run one (1) analysis of a dataset through myCSISG and generates a report. Each token is chargeable at $1,500 + GST.

14. To purchase tokens:
   a. Please complete and have the myCSISG Account and Tokens form (available at: http://ises.smu.edu.sg/sites/default/files/ises/mycsisg_application.pdf) duly completed and signed by your company’s authorized representative;
   b. Send (via mail) the duly completed and signed form together with a cheque for the total sum payable to ISES. The cheque should be crossed and made payable to “Singapore Management University – ISES”. Telegraphic and interbank transfers are also available (though additional bank charges may apply), you can contact ISES for more details.

15. Tokens are assigned to the specific user accounts. While an organisation may have multiple user accounts, tokens cannot and may not be shared amongst nor transferred between these multiple user accounts.

16. The number of tokens that can be stored in your user account at any time, is capped at 18.

17. Tokens will remain valid for use, two (2) years from the day that they are credited into your user account. You can track the validity of the tokens you have purchased through your user account.

18. In the event the provision of myCSISG services is discontinued, you will receive a refund on the tokens you have purchased. For avoidance of doubt; interest, ancillary payment charges, bank charges and any GST paid for the purchase of a token will not be included in any refund(s).

19. In the event your token is about to expire but you need some time to decide to proceed with the use of the token for a myCSISG service, you may request for the validity of your expired token(s) to be extended for another six (6) months, by sending a request via email to ise@smu.edu.sg. The request will need to be submitted at least three (3) months before the expiration date of the token(s) and extensions will only be permitted once (per token extended).

20. No refunds or extension will be given, if the request is received after the relevant token(s) has expired.

21. All myCSISG fees are set out in Singapore Dollars and payable in the same currency accordingly.

Use of myCSISG

22. By using myCSISG, you warrant and undertake to us that you will not:
   a. use (or attempt to use) myCSISG:
      i. by any means other than through the interface that is provided by us, unless you have been specifically and expressly permitted to do so in writing by us; and/or
      ii. automated means of access (including but not limited to the use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on myCSISG;
   b. engage in any activity that interferes with or disrupts with myCSISG;
   c. reproduce, duplicate, copy, sell, trade or resell myCSISG for any purpose.
23. You further warrant and undertake that you are solely responsible for (and that we will have no responsibility to you or to any third party for) any breach of your obligations under these TOUs and for the consequences (including any loss or damage which we may suffer) of any such breach.

24. By using myCSISG, you acknowledge and agree that certain data will be captured and logged and you hereby give your irrevocable consent to us to share such information with our affiliates for academic purposes. Your company will not be identified and such information captured; if shared will be suitably masked. For avoidance of doubt, this paragraph shall survive any expiry/termination of this legal agreement.

25. By uploading data for the purpose of using myCSISG services, you warrant that your company grant us the necessary rights to use such data and that you have sufficient authority to give this warranty.

26. You understand that all content and/or information (including but not limited to data files, written text in any and all file formats); referred to below as the “Data”, which you may upload / have access to as part of, or through your use of myCSISG, are the sole responsibility of the person from which such Data originated.

27. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Data that you create, transmit or display while using myCSISG and for the consequences of your actions (including any loss or damage which we may suffer) by doing so.

28. You acknowledge that the scores and results derived are based on the data that you upload to myCSISG. Accuracy of scores is dependant on the completeness and accuracy of data it represents.

29. We do not guarantee reliability of data gathered through the fieldwork you have conducted.

30. You acknowledge and agree that we own all legal right, title and interest in and to myCSISG, including any intellectual property rights which subsist in myCSISG (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that myCSISG may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent.

31. Nothing in these TOUs gives you a right to use any of our trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

32. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within myCSISG.

33. Unless you have been expressly authorized to do so in writing by us, you agree that in using myCSISG, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

34. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of myCSISG (including any software provided by us for use with myCSISG, referred to in these TOUs as “Software”) or any part thereof.

35. You may not (and you may not permit anyone else to) assign (or grant a sub-license of) your rights to use myCSISG and/or Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

36. These TOUs will continue to apply until terminated by us, by cessation of the availability of myCSISG.

37. NOTHING IN THESE TOUS, SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

38. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF myCSISG IS AT YOUR SOLE RISK AND THAT myCSISG IS PROVIDED “AS IS” AND “AS AVAILABLE”. IN NO WAY DO WE (INCLUDING OUR AFFILIATES AND/OR LICENSORS), REPRESENT OR WARRANT TO YOU THAT:
a. YOUR USE OF myCSISG WILL MEET YOUR REQUIREMENTS,
b. YOUR USE OF myCSISG WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
c. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF myCSISG WILL BE ACCURATE OR RELIABLE, AND
d. THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF myCSISG WILL BE CORRECTED.

39. ANY MATERIAL UPLOADED, ACCESS AND/OR OBTAINED BY YOU THROUGH THE USE OF myCSISG IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

40. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM myCSISG SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOUS.

41. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

42. SUBJECT TO OVERALL PROVISION IN PARAGRAPH 25 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE (INCLUDING OUR AFFILIATES AND/OR LICENSORS) SHALL NOT BE LIABLE TO YOU FOR:

a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SEARCH ENGINE, OR OTHER INTANGIBLE LOSS;
b. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
   i. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON myCSISG;
   ii. ANY CHANGES WHICH WE MAY MAKE TO myCSISG, OR FOR ANY PERMANENT OR TEMPORARY CESSION IN THE PROVISION OF myCSISG (OR ANY FEATURES WITHIN myCSISG); AND/OR
   iii. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF myCSISG.

43. OUR LIMITATIONS OF LIABILITY TO YOU AS MENTIONED ABOVE, SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

44. myCSISG may include hyperlinks to other web sites or content or resources. We may have no control over any web sites or resources which are provided by companies or persons other than us.

45. You acknowledge and agree that:

a. we are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials on or available from such web sites or resources;

b. we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources; and

c. our affiliates shall be third party beneficiaries to these TOUs and that such other legal entities shall be entitled to directly enforce, and rely upon, any provision of these TOUs which confers a benefit on (or rights in favor of) them.
General Provisions

46. To the maximum extent permissible by law, ISES shall not be liable to you or any third party for any indirect, punitive, special or consequential damages or lost data or profits as a result of or in any way connected to this Agreement, whether liability is asserted in contract or tort (including negligence and strict product liability), and even if we have been specifically advised concerning the possibility of such damages. Our aggregate liability shall not exceed the portion of the total fees received in the six (6) months prior to the time of the making of such claim;

47. No failure or delay by us in exercising any right, power or privilege under this agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, in equity or otherwise.

48. Except as expressly set out in this legal agreement, a person who is not a party to this agreement, has no right under The Contracts (Rights of Third Parties) Act Cap 53B to enforce any term of this agreement.

49. These TOUs, and your relationship with us under these TOUs, shall be governed by the laws of Singapore without regard to conflict of laws. Any and all disputes arising from the use myCSISG website shall be resolved by final and binding arbitration in Singapore conducted in the English language, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (‘SIAC Rules’) for the time being in force, which rules are deemed to be incorporated by reference into this Clause. The arbitral tribunal shall consist of one (1) arbitrator determined by us.

50. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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