

FIVE STAR REGISTRATION SYSTEM, LLC

TERMS OF USE

Five Star Registration System, LLC, an Ohio limited liability company (the “Company”, “we”, “us”, or “our”) developed, own, and operate a proprietary Internet-based data management service, which service is provided primarily through the access and use of this website (the “Site”). This service is provided to child care centers, with whom we contract to provide a private, confidential data and information repository for and conduit between such child care center and the parents, guardians, and children who utilize their services. The purpose of our service is to streamline and simplify the gathering, storage, and retrieval of critical and necessary data and information for our child care center clients and the parents, guardians, and children who utilize their services, thereby enhancing the level of our clients’ service offerings and customer relationships.

In this respect, the users of this website (this “Site”) (including, without limitation, our child care center clients and the parents, guardians, and children who elect to utilize the services of our child care center clients) may enter, upload, or otherwise provide data and information on this Site as required by our child care center clients. These Terms of Use (these “Terms”) govern the terms under which each user of the Site, including, without limitation, our child care center clients and the parents, guardians, or children who utilize their services (hereinafter referred to as “you”, “your”, or a “user”) may access and use the Site and any accompanying services provided hereunder or associated therewith (collectively, the “Services”) and made available by the Company.

THESE TERMS CREATE LEGAL RIGHTS AND RESPONSIBILITIES BETWEEN YOU AND THE COMPANY. BY ACCESSING THIS SITE, USING THE SERVICES, USING OR UPLOADING INFORMATION TO THIS SITE, OR DOWNLOADING INFORMATION FROM THIS SITE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND THE PRIVACY POLICY AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO AND SHOULD NOT ACCESS THIS SITE, USE THIS SITE, UPLOAD INFORMATION TO THIS SITE, DOWNLOAD INFORMATION FROM THIS SITE, OR OTHERWISE USE OR ACCESS ANY OF THE SERVICES. VIOLATING THESE TERMS MAY, IN THE COMPANY’S SOLE AND ABSOLUTE DISCRETION, RESULT IN TERMINATION OF YOUR ACCOUNT TO OR RIGHT TO USE THIS SITE.

1. **User Account, Password, and Security.** To fully utilize the Services, you must register for an online account, pay a registration fee, provide your name, email address and any other information required by the Company’s registration process, and create a password. You are responsible for the confidentiality of your password and the use of your account. You agree: (a) that you are solely responsible for all activities that occur in connection with your account; (a) to immediately notify the Company of any unauthorized use of your password or account or any other breach of security; and (c) to ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the terms of this Section 1.

2. **Financial Information and Billing.** You may be required to provide on the Site true, accurate, current, complete, and valid financial information for purposes of online billing for the Services. If you supply such information that is untrue, inaccurate, not current, or incomplete, or if we reasonably believe or suspect that such information is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your status ability to access or use the Site and/or suspend, discontinue, or terminate the Services or any portion thereof, either temporarily or permanently, and with or without notice. Further, by providing the Company such information, you are thereby authorizing and permitting the Company to charge the credit card listed in such information for all applicable fees incurred in connection with your use of the Services. Your account will specify all charges that have been made by the Company. You are responsible to notify the Company of any changes to your financial information.

3. **Age Restrictions and Requirements.** Each user represents that he or she is at least 18 years of age or an emancipated minor and is fully able and competent to enter into and will comply with these Terms. Further, no user shall allow or permit any child under 18 years of age, unless an emancipated minor, to access or use his or her account, the Site, or the Services, upload information to the Site, or download information from the Site, unless such a child possesses the consent of his or her parent or guardian.

4. **User Conduct.** As a condition of your use of the Services, you agree that you: (a) will not use the Site or the Services for any purpose that is unlawful, fraudulent, deceitful, untruthful, misrepresentative, dishonest or related in any manner to unlawful, unethical or morally questionable activities or is directly or indirectly related to the foregoing; (b) will not upload, transmit or otherwise distribute any content that is unlawful, unethical, morally questionable, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable to the Company; (c) will not tamper, hack, modify, frame, “deep link” or otherwise bypass or attempt to bypass security, functionality, entry points or any other features of the Site or the Services; (d) will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Site; (e) will not directly or indirectly, either separately or as part of another service, agree to resell, duplicate, make derivative works of, reproduce, or exploit all or any part of the Site or the Services; (f) will not rent, lease, distribute, or resell the Services, or use the Services for developing a competitor service (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings that are on or in the Site or the Services; (g) will not decipher, decompile, hack, delete, augment, alter, disassemble, or reverse engineer any of the software comprising or in any way used or downloaded from the Site or the Services; (h) will abide by all applicable local, provincial, state, national and international laws and regulations; (i) will not use the Site or the Services for any purpose otherwise prohibited by these Terms; and (j) will cooperate with the Company to investigate any suspected unlawful, fraudulent or improper activity.

5. **User-Created Content.**

a. **User’s Representations and Warranties.** Any information (including, without limitation, personal identification and health information), data, forms, documents, photographs, graphics, messages, or other materials that a user uploads, publishes or displays on

the Site or otherwise shares with the Company in connection with the Services shall be referred to herein as “User-Created Content.” Each user makes the following representations and warranties about his or her User-Created Content: (i) he or she assumes full legal responsibility for all of his or her User-Created Content, including, without limitation, the accuracy and completeness thereof; (ii) no copyright, trademark, trade secret, publicity or privacy rights, or other intellectual property rights are being violated by his or her uploading or sharing of any of his or her User-Created Content via the Site or the Services; and (iii) he or she shall not upload or share any User-Created Content on the Site that he or she does not have permission to post, transmit, or share.

b. **The Company’s Limitation of Liability.** The Company does not guarantee the accuracy, integrity, appropriateness, quality, or validity of User-Created Content. User-Created Content does not necessarily represent the views or opinions of the Company and under no circumstances will the Company be liable in any way for any User-Created Content, including, without limitation, liability related to any loss or damage of any kind incurred as a result of the use of any User-Created Content posted, emailed, or otherwise transmitted via the Site. As such, you are solely responsible (at your own expense) for creating backup copies and replacing any User-Created Content you upload to or post or store on the Site or otherwise provide to the Company. Notwithstanding its lack of obligation, the Company may remove any User-Created Content at any time, at its sole discretion, including User-Created Content that in the sole judgment of the Company violates these Terms or which may be offensive, illegal, or violates the rights of any person or entity, or harms or threatens the safety of any person or entity. The Company assumes no obligation to maintain or store User-Created Content. The Company may delete, modify, or restrict the display of User-Created Content at any time for any reason.

c. **The Company’s Permitted Use.** The Company does not claim ownership of your User-Created Content. Subject to the rights granted to the Company in these Terms, you retain full ownership of your User-Created Content to the extent you would otherwise have intellectual property rights or other proprietary rights associated therewith. By sharing your User-Created Content to the Site, you authorize and direct the Company to duplicate and copy your User-Created Content as the Company deems necessary to facilitate the posting and storage of your User-Created Content on the Site and provide the Services. You further authorize the Company to anonymize and aggregate your User-Created Content. You authorize the Company to use your User-Created Content to, among other things, enable the Company to provide current or future Services and for benchmarking, research and development, data products, or other marketing purposes. By choosing to upload your User-Created Content to the Site, you grant the Company and its affiliates and partners an irrevocable, perpetual, worldwide, royalty free, non-exclusive right and license (with the right to sub-license) to use your anonymized and aggregated User-Created Content in all present and future media and in any manner relating to the Site or the Services.

d. **Exporting Data.** The Company will allow your User-Created Content to be downloaded and exported from the Site by its child care center clients who are providing services to you or your child or ward. The Company assumes no responsibility for the use (including, without limitation, sorting, filtering, exporting, or printing), security, or privacy of your User-Created Content once downloaded and exported from the Site in this regard. Further, each

user is solely responsible for all direct or indirect communication initiated by him or her while using the Services, including, without limitation, e-mails, text messages, and phone calls.

6. **License.** Subject to these Terms, the Company grants you a personal, non-exclusive, non-assignable, and non-transferable right and license to access and use the Site and the Services solely for personal and non-commercial use. The use of the Site for any purpose other than as contemplated by the Services constitutes a violation of the Company's copyright and proprietary rights. Unless authorized by the Company in writing, you agree not to reverse-engineer, duplicate, publish, modify, or otherwise distribute any of our materials. You are solely responsible for the accuracy and completeness of all information you upload, input, or provide to the site, and you agree to bear all risks associated therewith. Further, you are solely responsible for all equipment, software, and connections, including, without limitation, the security and privacy of those connections, to the Internet, which is required to gain access to the Site and the Services.

7. **Copyright and Other Intellectual Property Rights.** The Site and the Services contain copyrighted material, trademarks and other proprietary and, in some circumstances, confidential information of the Company and its licensors, which may include, without limitation, text, ideas, know-how, methodologies, processes, content, data, software, photos, designs, illustrations, video, graphs, graphics, audio, images, photographs, icons, links, software and all modifications and derivative works thereof (collectively, the "Proprietary Material"). All of the Proprietary Material is owned by the Company or its licensors and is protected by applicable intellectual property rights, including copyright, patent and trade-mark legislation and treaties. You agree not to modify, publish, copy, transmit, register or claim title to, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any of the Proprietary Material, except for copying that occurs in the ordinary course of browsing the Internet and personal copies of portal information that you make for your personal use, including for your own records. You agree to respect any copyright, trade-mark, patent and other proprietary rights contained in any of the Proprietary Material of the Site or the Services.

8. **Information and Privacy.** The Company respects your privacy and will take reasonable steps to protect your information and the privacy of the users of the Site and the Services. By agreeing to these Terms, you acknowledge and consent to the Site's Privacy Policy located at <https://www.gofivestar.org/privacy-policy/> (the "Privacy Policy").

9. **Links.** The links included within the Site may cause you to leave the Site in order to gain access to other websites (each, a "Linked Site" and collectively, the "Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the content of any Linked Site or any link contained in a Linked Site, or any changes or updates to any Linked Site. Such links are provided to you only as a convenience. The Company may amend, add or delete links on the Site, in its sole discretion. When you access a Linked Site, you do so at your own risk.

10. **Disclaimers/Limitation of Liability.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICES PROVIDED TO AN USER,

INCLUDING, WITHOUT LIMITATION, THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE SERVICES. THE SERVICES ARE PROVIDED “AS IS”, “WITH ALL FAULTS”, AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY DOES NOT GUARANTEE THAT A USER’S ACCESS TO THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ALL TIMES, OR ERROR FREE OR THAT THAT A USER’S INTERNET CONNECTION TO THE SITE WILL BE SECURE. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE COMPLETENESS OR ACCURACY OF THE USER-CREATED CONTENT.

Without limiting the generality of the foregoing, you acknowledge and agree that the Company:

- a. does not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or the servers that make the Services available are free of viruses or other harmful components;
- b. does not represent or warrant that the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable;
- c. shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services; and
- d. shall not be responsible for any loss due to payments to unintended users due to the input by you of incorrect information or for payments in incorrect amounts.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, AGENTS, LICENSORS, MEMBERS, MANAGERS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESSING THE SITE, WITH THE USE OR PERFORMANCE OF THE SITE OR THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SITE OR THE SERVICES, WITH THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

BECAUSE THE SERVICES ARE PROVIDED TO THE USERS AT NO CHARGE, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND IN ANY ONE OR MORE CAUSE(S) OF ACTION RELATED TO YOUR USE OF THE SITE OR THE SERVICES. IN NO EVENT SHALL THE COMPANY OR ITS MEMBERS, MANAGERS, AFFILIATES, AGENTS, LICENSORS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OF ITS SUPPLIERS OR ANY OTHER USERS OF THE SITE OR THE SERVICES, OR FOR ANY CIRCUMSTANCE BEYOND THEIR REASONABLE CONTROL.

11. **Indemnification.** The Company is not responsible for a user's acceptance, participation, treatment, or care by the Company's child care center clients. You agree to indemnify and hold harmless the Company and its members, managers, affiliates, agents, licensors, directors, officers and employees, from any loss, claim, demand, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable lawyers' fees, sustained, incurred or paid by any such indemnified party and due to or arising out of your use of the Site or the Services, your use of the User-Created Content, your conduct on the Site, an inaccuracy or incompleteness with your User-Created Content, or due to any transactions or activities that you otherwise engage in with any third party in connection with the Services.

12. **Termination.** These Terms are effective until terminated by the Company. The Company may terminate these Terms and limit your access to any part or all of the Site and/or the Services at any time: (a) upon your breach, suspected breach or anticipated breach of any of these Terms, all as determined by the Company; (b) at any time upon any order or anticipated order of any regulatory body or agency which would limit in any way the provision of the Services, with such termination effective immediately; (c) at any time, without cause and with or without notice to you.

13. **Communications.** Your email address is the primary means used to contact you about matters concerning the Services. You are responsible for ensuring that your email address, and any other contact information registered on or included in your profile, is current, correct, and operational at all times.

14. **Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflict of laws. All claims and disputes arising under or relating to these Terms are to be settled by binding arbitration in Toledo, Ohio. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and each party hereby consent to any such disputes being so resolved. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, TRIAL BY JUDGE OR CLASS ACTION OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THESE TERMS, ANY OF THE RELATED DOCUMENTS, AND/OR DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THESE TERMS.**

15. **Changes to these Terms.** The Company reserves the right to change, amend, or modify these Terms at any time. If the Company changes, amends, or modifies these Terms, it will adjust the “Last Modified” date at the bottom of these Terms and post such changed, amended, or modified Terms on the Site. For this reason, you should check the Terms each time you access or use the Site or use the Services to keep informed of any changes, amendments, or modifications to the Terms. Your continued access or use of the Site or use the Services after such change, amendment, or modification will constitute your: (a) acknowledgment of the changed, amended, or modified Terms; and (b) your agreement to abide and be bound by these changed, amended, or modified Terms.

16. **Assignability.** You shall not transfer or assign, by operation of law or otherwise, any rights or obligations you have under these Terms without the prior written consent of the Company. The Company may assign any of our rights or obligations under these Terms without your consent.

17. **Miscellaneous.** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the remainder of these Terms shall continue in full force and effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and the Company with respect to you accessing the Site and using the Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to you accessing the Site or using the Services.

18. **Third Party Reliance.** You hereby certify that you will use the Site and the Services to process transactions in your name or the name of your child or ward only.

19. **Gender Neutral.** Words of the masculine, feminine, or neuter gender in these Terms shall mean and include the correlative words of other genders, and words importing the singular number in these Terms shall mean and include the plural number and vice versa.

20. **Contact Us.** If you have any questions, you may contact us at info@gofivestor.org, or using the “contact us” form on the Site.

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