STAR2STAR COMMUNICATIONS LLC – SYSTEMS TERMS OF USE

These Terms of Use ("Terms of Use") are a legal agreement between you ("End User") and Star2Star Communications LLC or one of its affiliates ("Star2Star"). These Terms of Use, together with any notices, weblinks, and/or documents that are expressly incorporated by reference herein, govern End User's access to and use of portal.star2star.com (Star2Star's "Portal"), knowledge.star2star.com (Star2Star's "Knowledge Base"), crm.star2star.com (Star2Star's "Sugar Hub"), pay.star2star.com (Star2Star's "Star2Star®Pay" *), polaris.star2star.com (Star2Star's Single-Sign-On for various Quoting and Marketing Tools*), and star2star.elogiclearning.com (Star2Star's "StarAcademy" learning management system), including any content, functionality, and services offered on or through www.star2star.com (collectively, the "Websites"), whether as a guest or a registered End User. The Websites are available to employees, contractors, or consultants of Star2Star, customers and those associated with customers of Star2Star ("Subscriber") who have executed a separate subscription ("Star2Star Subscription Agreement"), and channel partners or those associated with channel partners of Star2Star ("Channel Partner") who have executed a separate independent contractor agreement ("Star2Star Channel Partner Agreement"). Please read these Terms of Use carefully. The Websites may have other posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into these Terms of Use. By subscribing to and/or registering to use any of the Websites, you agree to be bound by these Terms of Use, including any modifications made to it from time to time. If End User does not agree to these Terms of Use, do not subscribe to or use the Websites. End User represents and warrants to Star2Star that End User has all necessary authority to use the Websites and be bound to these Terms of Use. BE SURE TO READ CAREFULLY AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DELINEATED IN THESE TERMS OF USE.

1. CHANGES TO THESE TERMS OF USE

Star2Star may revise and update these Terms of Use from time to time in Star2Star's sole discretion. All changes are effective immediately when posted to this weblink and apply to all access to and use of the Websites. However, any changes to the dispute resolution provisions set out in the section entitled "Dispute Resolution" will not apply to any disputes for which the parties have actual notice on or before the date the change is posted here. End User's continued use of the Websites following the posting of revised Terms of Use means that End User accepts and agrees to the changes. End Users are expected to check this page from time to time to be aware of any changes, as they are binding on End User.

* Additional terms may apply at login for this website.

1 Employee, contractor and consultant responsibilities and limitations are not addressed in these Terms of Use. For further employee information see https://sites.google.com/a/star2star.com/intranet/home. Contractor and consultant responsibilities and limitations are addressed by their separate, respective agreements with Star2Star.
2. END USER ACCOUNT

2.1 Initiating an Account. Once Star2Star receives a Star2Star Subscription Agreement or a Star2Star Channel Partner Agreement, End User will be able to create an individual account which enables End User to log in and access the Websites. Once Star2Star has enabled an account, End User will create their password, which must be used to access and use the Websites. End User acknowledges and agrees that any information End User provides in creating the account is complete and accurate, and End User agrees to keep it up to date.

2.2 License to Use. Upon creation of End User’s account, Star2Star grants End User a revocable, non-exclusive, non-transferrable, limited right to install and use the Websites on a mobile telephone, smartphone, tablet or other computing device (“Device”) controlled by End User, and to access and use the Websites on such Device, strictly under these Terms of Use. This license does not transfer to End User any right, title, or interest in or to any of Star2Star’s intellectual property rights or those of its suppliers or licensors, as applicable. This license grant to End User does not permit, and End User shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Websites; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Websites; (c) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) or mark of Star2Star or its affiliates, partners, suppliers or licensors; or otherwise obscure or modify how the Websites operates; (d) distribute or link the Websites to other services; or (f) make the Websites publicly available over a network or different environment permitting access or use by multiple unknown devices or unknown users.

2.3 Administering the Account. Anyone who accesses the Websites is an End User. End Users are responsible for the security of login credentials and passwords. End User agrees that any person using End User’s login credentials and password will be treated by Star2Star as having been authorized by End User to access the Websites, any information as may be available through the use of the Websites, and take any other actions on End User’s behalf. End User agrees to indemnify and hold harmless Star2Star and its affiliated companies from all damages, costs, expenses, liabilities, and claims incurred by them arising out of any action taken by any person or entity using End User’s login credentials and password, with or without End User’s consent. End User further agrees that Star2Star has no liability concerning the use of such passwords by third parties. End User agrees to notify Star2Star immediately if End User has any reason to believe that the security of their account has been compromised.

2.4 Use of Account. End User agrees that End User is responsible for their use of the Websites and any consequences thereof and agrees to use the Websites in compliance with all applicable local, state, national, and international laws, rules, and regulations. End User acknowledges and agrees that Star2Star may (a) terminate the license granted by these Terms of Use, (b) terminate login credentials and/or (c) deny access to all or part of the Websites without prior notice if End User engages in any conduct or activities that Star2Star, in its sole discretion, believes violates any of these Terms of Use, violates the rights of Star2Star, or is otherwise inappropriate for continued use of the Websites. DO NOT USE ANOTHER END USER’S LOGIN CREDENTIALS AND PASSWORD TO ACCESS
THE WEBSITES. DO NOT USE THE WEBSITES TO ENGAGE IN ILLEGAL ACTIVITIES OR TO PROMOTE DANGEROUS OR ILLEGAL ACTIVITIES. DO NOT USE THE WEBSITES TO CREATE CONTENT THAT TRANSMITS COMPUTER VIRUSES, MALWARE, ADWARE, SPYWARE, TROJAN HORSE, WORMS, OR OTHER HARMFUL COMPONENT OF REPRODUCTIVE OR NON-REPRODUCTIVE NATURE.

3. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS
End User agrees to comply with all federal, state, and local laws, rules, and regulations related to or connected with the use of the Websites, and assume all liability and responsibility for End User’s use of the Websites. If Star2Star reasonably determines that End User is not in compliance with applicable laws in the use of the Websites, Star2Star reserves the right to immediately suspend or terminate End User’s use of the Websites, and End User will be solely responsible for any penalties and other sanctions for legal noncompliance.

4. CONFIDENTIAL NATURE OF ACCOUNT INFORMATION
4.1 The Websites provide End Users with access to End User's account profiles, configurations, and settings, contracts, technical support tickets and ticket histories, prior versions of Star2Star's products and services, information and business data relating to how to install, configure, and use Star2Star’s various products and services, and other non-public information that is the valuable, proprietary and confidential information of Star2Star, its Subscribers, its Channel Partners, and other parties with whom Star2Star has business relationships (collectively, "Confidential Information"). Confidential Information includes, but is not limited to, product information, operating methods, marketing material, Subscriber data including but not limited to Customer Proprietary Network Information ("CPNI") (also subject to Star2Star's CPNI Policy found at www.star2star.com/cpni-disclosure), personally identifiable information, including but not limited to name, physical address, email address, telephone number, payment card, and other financial information, IP address, MAC address and other personal information (collectively, "PII") (also subject to Star2Star’s Privacy Policy found at www.star2star.com/privacy-policy) additional similar information which Star2Star has a legal obligation to treat as confidential or which Star2Star treats as proprietary, whether or not developed by Star2Star. Confidential Information also includes information that could be helpful to competitors or harmful to Subscribers if it is disclosed. Confidential Information does not include any information that an End User can show with documentation (a) is, or becomes, known to the public other than through a breach of these Terms of Use or any additional confidentiality agreement with Star2Star to which End User is subject to; End User rightfully receives (b) from a third party entitled to disclose it; or (c) is independently developed by End User without reference to the Confidential Information described herein.

4.2 End User agrees to exercise the utmost care with all Confidential Information End User accesses on the Websites. End User agrees to not, directly or indirectly, at any time, use, communicate, or disclose Confidential Information to any third party. End User agrees that all Confidential Information that End User has access to on the Websites will be used solely within End User's course of dealings with Star2Star, Subscribers, and Channel Partners, as the case may be. If any United States, state or local government or other regulatory agency requests such information
or that End User receives any subpoena or similar order of a court of competent jurisdiction concerning any Confidential Information, End User agrees that all such requests for Confidential Information shall be forwarded to the Star2Star Legal Department immediately to respond appropriately.

5. **END USER CONTRIBUTIONS**
The Websites contain other interactive features that allow users to input, upload, post, submit, publish, display, or transmit to other users or other persons ("Input") information and other content or materials (collectively, "Contributions") on or through the Websites. All Contributions must comply with the Content Standards set out in these Terms of Use. Any Contribution Input to the Websites will be considered Confidential Information according to the section entitled "Confidential Nature of Account Information" and proprietary to Star2Star. By providing any Contributions on the Websites, End User grants Star2Star, its respective licensees, successors, and assigns the right to use, and as necessary reproduce, modify, display, distribute, and otherwise disclose any such material according to the terms of the applicable Star2Star Subscription Agreement or Star2Star Channel Partner Agreement. End User understands and acknowledges that End User is responsible for any Contributions submitted and that End User, not Star2Star, has full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Star2Star is not responsible or liable to any third party for the content or accuracy of any Contributions Input by End Users.

6. **PROHIBITED USES.** The Websites may only be used for lawful purposes and under these Terms of Use. End User agrees not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use;
- To impersonate or attempt to impersonate Star2Star, a Star2Star employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- To set up and/or configure a user's communications features in such a way as to cause use and/or other issues with the user’s use (i.e., creating call loops, disrupting ring groups and/or call queues, voicemail and/or other recordings containing profane language, etc.);
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability;
- In any manner that could disable, overburden, damage, or impair the Websites or interfere with any other party's use of the Websites, including their ability to engage in real-time activities through the Websites;
- With any robot, spider, or other automatic Device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
• With any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without Star2Star's prior written consent;
• With any device, software, or routine that interferes with the proper working of the Websites;
• To introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
• To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the services on which the Website is stored, or any server, computer, or database connected to the Websites;
• To attack the Websites via a denial-of-service attack or a distributed denial-of-service attack; or
• To otherwise attempt to interfere with the proper working of the Websites.

7. MONITORING AND ENFORCEMENT

7.1 Star2Star has the right to (a) remove, modify, or refuse to Post any Contributions for any reason, in Star2Star's sole discretion; (b) take any action with respect to any Contribution that Star2Star deems necessary or appropriate in Star2Star's discretion, including if Star2Star believe that such Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites or the public, or could create liability for Star2Star; (c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites; and (d) terminate or suspend access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

7.2 Without limiting the foregoing, Star2Star has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Star2Star to disclose the identity or other information of anyone posting any materials on or through the Websites. END USER WAIVES AND HOLD HARMLESS STAR2STAR FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY STAR2STAR DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER STAR2STAR OR LAW ENFORCEMENT AUTHORITIES.

7.3 Star2Star does not screen any Contributions, communications, and/or content Input, transmitted via, or used in connection with the Websites. End User acknowledges and agrees that Star2Star is not responsible for End User’s creation or use of any Contributions, communications, and/or content Input, transmitted via or used in connection with the Websites. End User represents that it owns or has acquired the necessary rights to use and/or transfer any such communications and/or content. End User further represents that End User shall not make available any Contributions, communications, and/or content in violation of any third party’s intellectual property or other proprietary rights.
8. CONTENT STANDARDS. These content standards apply to any and all Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and Star2Star’s Privacy Policy found at www.star2star.com/privacy-policy;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve, contests, sweepstakes, and other sales promotions, barter, or third party advertising; or
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

9. RELIANCE ON INFORMATION POSTED

9.1 The information presented on or through the Websites is made available for End Users to view, edit, and/or modify. Star2Star does not warrant the accuracy, completeness, or usefulness of this information. Any reliance End User place on such information is strictly at End User’s own risk. Star2Star disclaims all liability and responsibility arising from any reliance placed on such materials by End User or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

9.2 The Websites may include content provided by third parties, including materials provided by other users, third-party licensors, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Star2Star, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Star2Star. Star2Star is not responsible, or liable to End Users or any third party, for the content or accuracy of any materials provided by any third parties.
10. INTELLECTUAL PROPERTY RIGHTS
The Websites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Star2Star, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Websites have been licensed, not sold, to End User. Other than the limited license granted, End User has no other right, title, or interest in the Websites or any of the technology used to implement and maintain the Websites. Star2Star’s "Intellectual Property" includes, but is not limited to, the Websites and any other applications created by, for, or on behalf of Star2Star. It also contains Star2Star equipment, and any firmware or software used to provide the Websites available to End User and all information, documents, websites, portals, as well as its corporate names, service marks, trademarks, trade names, logos and domain names (collectively, the "Marks") related and unrelated to the Websites. Title to and ownership of Star2Star’s Intellectual Property and Marks will remain solely with Star2Star or its suppliers, and nothing in these Terms of Use will grant End User the right or license to use any of the Marks for any purpose without the prior written permission of Star2Star.

11. GEOGRAPHIC RESTRICTIONS
The owner of the Websites is based in the State of Florida in the United States. Star2Star provides the Websites for use only by persons located in the United States. Star2Star makes no claims that the Websites or any of its content is accessible or appropriate outside of the United States. Access to the Websites may not be legal by certain persons or in certain countries. If End User accesses the Websites from outside the United States, End User does so on their own initiative and are responsible for compliance with local laws.

12. DOWNLOADABLE PRIOR APPLICATION VERSIONS
Within certain of the Websites, Star2Star may make available for download prior versions of any of Star2Star's downloadable applications. Star2Star has no obligation to maintain technical or other support for prior versions of any of Star2Star's downloadable applications, including but not limited to any updates, upgrades, or bug fixes for any of these applications. End User downloads these applications at their own risk.

13. MODIFICATIONS TO THE WEBSITES
Star2Star has no obligation to maintain or support any Websites; however, Star2Star may implement updates and/or modifications to the Webpages from time-to-time. Updates and/or changes will automatically occur and are initiated by Star2Star. Upgrades include modifications needed to comply with changes in legislation, legal or regulatory requirements, or as a result of conditions to abide by the terms of any agreements Star2Star has with any third parties regarding the Websites. Upgrades may also occur to address security concerns and hardware improvements or if End Users request additional functions or features. These Terms of Use will apply to any such updates and/or modifications unless accompanied by separate terms of use, in which event those terms of use will apply.
14. DATA COLLECTION; RETENTION
Subject to Star2Star's Privacy Policy found at www.star2star.com/privacy-policy, and Star2Star's CPNI Policy found at www.star2star.com/cpni-disclosure, End User acknowledges that Star2Star may, from time to time, collect and process information about End User's use of the Websites in order (a) to understand the product and/or software performance; (b) to ensure that End User is using the Websites in accordance with the terms of these Terms of Use (c) to enable Star2Star to comply with the terms of any agreements it has with any third parties regarding products and/or software; and/or (d) to enable Star2Star to comply with all applicable laws and/or regulations or the requirements of any regulatory authority or government agency. Such information may include names, dates, times, how the Websites are used, other software in use, OS version, hardware information, IP addresses associated with users, and similar confidential data. End User consents to Star2Star collecting, holding, using, communicating, and/or disclosing such information as needed for the functioning and upgrading of the Websites. Other information generated and/or collected through the use of the Websites by Star2Star and End User, such as account information, call recordings, media logs, chat logs, credit card information, email chains, bank account information, accounting information, transactions, and reports are considered "Confidential Information" and should not generally be disclosed and are only disclosed by Star2Star according to the Privacy Policy and the CPNI Policy. Information relating to access by End User to call recordings stored by Star2Star as part of the Websites, as applicable, is located in Star2Star's Subscriber Terms and Conditions found at www.star2star.com/terms-and-conditions.

15. EMBEDDED LINKS
The Websites may contain links and pointers to Internet websites and/or content and links to and from the Websites to websites maintained by Star2Star or by third parties. Star2Star provides hyperlinks to third party websites only for convenience. These links do not constitute an endorsement by Star2Star of any third party content. End User acknowledges and agrees that Star2Star is not responsible for any content, services, and/or software provided by any third party or accessed by or from any third party websites. When End User accesses any third party website through a hyperlink contained in the Websites, End User acknowledges and agrees that it does so only under any terms of use or other policies of such third party website. These Terms of Use do not apply to any third party website.

16. THIRD-PARTY INTEGRATIONS
16.1 The Websites may integrate with third-party hardware and software providers, and in some instances, allow End Users to use third-party integrations to connect the Websites to End User's system(s), as applicable. Some third-party software is essential to the core operation, for example operating systems and databases. Star2Star will not support integration to third-party hardware or software that is no longer supported by the respective vendor. Star2Star will also not support third-party hardware or software that is not directly used in the Websites, as such, but can be used as tools that support the general use of the Websites, for example, Microsoft Excel or Google Sheets.
16.2 Many third-party software and service providers do not follow strict software lifecycle policies where changes to their application programming interfaces (“APIs”) are announced. This applies to, for example, Facebook and Google. Star2Star follows updates to applicable APIs and will update Websites to comply with updates as quickly as possible, as appropriate. However, Star2Star is not responsible for any limitations, thresholds, bugs, or the like in such third-party APIs.

17. TERM; TERMINATION
These Terms of Use shall apply to End User for a term equal to that of the Star2Star Subscription Agreement or Star2Star Channel Partner Agreement under which End User has permission to access the Websites. Upon termination, expiration, or cancellation of that Star2Star Subscription Agreement or Star2Star Channel Partner Agreement for any reason, all rights to use the Websites shall immediately terminate without further action by or notice from Star2Star. These Terms of Use will also immediately terminate without notice from Star2Star if End User fails to comply with any provision of these Terms of Use or the terms of the applicable Star2Star Subscription Agreement or Star2Star Channel Partner Agreement. Upon such termination, End User must cease using the Websites.

18. WARRANTIES
STAR2STAR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE WEBSITES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR STATUTE, OR ANY WARRANTY THAT THE WEBSITES ARE "ERROR-FREE" OR WILL MEET END USER'S REQUIREMENTS.

19. INDEMNIFICATION
END USER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS STAR2STAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO END USER OR STAR2STAR IN CONNECTION WITH THE WEBSITES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PERSON OR PARTY OR USER OF THE WEBSITES RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE STAR2STAR WEBSITES, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF END USER OR ANY THIRD PERSON OR PARTY OR USER OF THE WEBSITES TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MIS ROUTES OF 911 CALLS.

20. LIMITATION OF LIABILITY
TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL STAR2STAR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING
OUT OF OR RELATED TO END USER’S USE OR INABILITY TO USE THE WEBSITES, HOWEVER, CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF STAR2STAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO END USER. IN NO EVENT WILL STAR2STAR’S TOTAL LIABILITY TO ANY END USER EXCEED THE ACTUAL AMOUNTS PAID BY END USER TO STAR2STAR FOR THE WEBSITES IN THE AGGREGATE, EXCEPT AS REQUIRED BY APPLICABLE LAW. SUCH LIMITATIONS WILL APPLY EVEN IF THE REMEDY FAILS OF ITS FUNDAMENTAL PURPOSE.

21. ASSIGNMENT
The license granted by these Terms of Use is personal to End User. End User may not transfer, assign or otherwise convey the license or the software, in whole or in part, by operation of law, merger or otherwise, to any other party, including any parent, subsidiary or affiliated entity, without the prior written consent of Star2Star, which consent may be withheld or conditioned, in Star2Star’s sole and absolute discretion. Star2Star may freely assign or transfer, in whole or in part, to any affiliate or third party, any of its rights or delegate its obligations under these Terms of Use, with or without notice. All rights of enforcement in these Terms of Use may be enforced by the successors, agents, and assigns of Star2Star.

22. GOVERNING LAW; ENTIRE AGREEMENT
These Terms of Use are governed by and shall be interpreted under the laws of the state of Florida, without reference to conflict of laws principles. If any portion of these Terms of Use is found to be void or unenforceable, the remaining provisions will remain in full force and effect. These Terms of Use constitute the entire agreement between Star2Star and End User concerning the Websites and supersedes any conflicting or additional terms contained in any Star2Star Subscription Agreement, Star2Star Channel Partner Agreement, Subscriber Terms and Conditions, purchase quotation, or other documentation between Star2Star and End User. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

23. DISPUTE RESOLUTION
End User further acknowledges and agrees to be bound to the terms of Star2Star’s Agreement to Arbitrate Disputes (“Arbitration Policy”) found at www.star2star.com/arbitration-policy. END USER, AND STAR2STAR ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF A COURT OR ARBITRATOR DETERMINES THAT END USER’S WAIVER OF END USER’S ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THESE ARBITRATION PROVISIONS WILL NOT APPLY, AND THE DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. END USER AGREES THAT EXCLUSIVE VENUE AND JURISDICTION FOR SUCH CLAIM SHALL BE IN SARASOTA COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION. SHOULD ANY OTHER PORTION OF THE ARBITRATION POLICY BE DEEMED
UNENFORCEABLE, THAT PORTION WILL BE REMOVED, AND THE AGREEMENT WILL OTHERWISE REMAIN BINDING. NEITHER END USER NOR STAR2STAR MAY BE A REPRESENTATIVE OF OTHER POTENTIAL CLAIMANTS OR A CLASS OF POTENTIAL CLAIMANTS IN ANY DISPUTE, NOR MAY TWO OR MORE INDIVIDUALS’ DISPUTES BE CONSOLIDATED OR OTHERWISE DETERMINED IN ONE PROCEEDING.

24.  NOTICE
All notices under these Terms of Use will be given only in writing to Star2Star at 600 Tallevast Road, Suite 202, Sarasota, FL 34243, Attention Legal Department, or via email to Legal.Department@star2star.com and to End User at the address or email address provided when activating an account. End Users who are Subscribers may change their notification address by giving reasonable written notice of the change via email to StarCare@star2star.com. End Users who are Channel Partners may change their notification address by giving reasonable written notice of the change via email to PortalAccess@star2star.com. Star2Star may change its notification address by providing a written notice, by posting it on its Website, or in updates and/or modifications to the Websites or these Terms of Use. Any feedback or unsolicited submissions, including ideas for products or services, improving the Websites, marketing Star2Star, and its Websites, and/or enhancing Websites performance will automatically become the property of Star2Star, except those portions of feedback or submissions containing personal information restricted by the Privacy Policy or the CPNI Policy. Star2Star shall have the right to use any feedback and/or submissions in any manner and its sole discretion. Star2Star shall not nor shall it be required to compensate End User for any content or idea expressed in any feedback and/or submission.

25.  WAIVER
The failure of Star2Star to timely exercise or enforce any right or provision contained in these Terms of Use, or any other right shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. If not able to give effect, then the offending provision should be struck, and the balance of these Terms of Use shall be interpreted as if the offending clause was not part of these Terms of Use.

Last Updated March 2020