

Star Behaviors, LLC
USER/APPLICANT AGREEMENT

THE FOLLOWING TERMS, CONDITIONS AND NOTICES CONTAINED HEREIN AND IN RELATED LINKS WILL GOVERN YOUR USE OF THE STAR BEHAVIORS, LLC SYSTEM, WEB SITE, URL LINK(S), SOLUTIONS(S), AND DATABASE.

Any and all rights not expressly granted in these Terms, Conditions and Notices (collectively, these "Terms") are reserved by Star Behaviors, LLC. Star Behaviors, LLC reserves the right to change these Terms, at its sole discretion, any time or from time to time. For further information relating to the legal issues contained in these Terms, please forward your questions to customersupport@starbehaviors.com. Your use of the Star Behaviors, LLC Website, System, Database and Solutions(s) states that you agree to the complete Terms and Conditions as outlined below.

1. Your License to Use the Star Behaviors, LLC System

"System" refers to all information, text and visual images, software, products and services used or available via the System. You are granted a non-exclusive, non-assignable and non-transferable license to use the System under these terms and conditions of use.

1.1 This license is not a sale of any of the owner's rights. Only you may use the Star Behaviors, LLC System, and you may not rent, lease, lend, sub-license, or transfer the System or any data residing on it or any of your rights under this agreement to anyone else. You may not develop or derive for commercial sale any data in machine-readable or other form that incorporates or uses any substantial part of the System.

2. Your Grants to Star Behaviors, LLC

By submitting Content or Information to the Star Behaviors, LLC System, you automatically grant Star Behaviors, LLC, the royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use, reproduce, modify (to comport with System protocols), adapt, or to incorporate it in other works in any form, media or technology now known or later developed, without restriction or compensation. In addition, you warrant that all so-called "moral rights" in the Content or Information have been waived. Star Behaviors, LLC, and its designees shall have the right, but not the obligation, in their sole discretion to edit, refuse to post, or remove any Content or Information posted on the System. Without limiting the foregoing, Star Behaviors, LLC, and its designees shall have the right to remove any Content or information that violates these terms or are otherwise objectionable. You agree to indemnify and hold Star Behaviors, LLC, harmless from any third party claim, damages or demand, including reasonable attorney's fees, relating to or arising out of your violation of these Terms, your representations and warranties, or your violation of the rights of another.

3. Your Use of the Star Behaviors, LLC System

The Star Behaviors, LLC System is for your personal and noncommercial use. Except as otherwise provided, you may not modify, copy, distribute, transmit, display, perform, reproduce, use, publish, license, create derivative works from, transfer or sell any information or content contained in the System, the Star Behaviors, LLC Website as a whole, software, products or services obtained from or available as part of or in conjunction with the System.

3.1 Your User Responsibilities

Individuals seeking employment may only use the Star Behaviors, LLC Solutions(s) for lawful purposes. As one of the conditions of your use, you warrant and represent that you are a genuine or bona fide job applicant and that you are not using the System for any other purpose. It is YOUR RESPONSIBILITY to ensure that your use of the System complies with these terms, conditions and notices.

Before progression through Star Behaviors, LLC Solutions(s), you warrant and affirm that you will NOT:

- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- Allow someone to help or assist you in completing any component of the Solution(s);
- Help or assist anyone else in completing any component of the Solutions(s);
- Provide any incomplete, false or inaccurate information on any application submitted for a job in the Star Behaviors, LLC System;
- Post or transmit any Content or Information that contains a virus or corrupted data;
- Delete any author contributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- Upload or transmit any content or Information that infringes any patent, trademark, trade secret, copyright or other proprietary right (“Rights”) of any party; and
- Delete or revise any material posted by another person or entity.

4. Information Collection

The very nature of the service that Star Behaviors, LLC provides requires that we gather, process, use and distribute information that you provide to us directly. "Information" is defined as any information you provide to us in the registration, application, Solution(s) Star Behaviors, LLC system or any email feature. Your Information (a) shall not be false, inaccurate or misleading; (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation; (d) shall not be defamatory, trade-libelous, unlawfully threatening or unlawfully harassing and (e) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any System, data or personal information.

5. Privacy

Star Behaviors, LLC will not disclose to any third party your name, address, email address or any other personally identifying information without your prior consent, except to the extent necessary to comply with applicable laws or in legal proceedings where such information is relevant. Star Behaviors, LLC reserves the right to compile and analyze certain aggregate data and information for research and marketing purposes. Star Behaviors, LLC may disclose this information to its partners or other third parties.

5.1 To safeguard your privacy and security, Star Behaviors, LLC requires that you verify your identity before gaining access to your personal information. You may change or correct your Star Behaviors, LLC profile at anytime by logging onto your Star Behaviors, LLC account and following the options for editing the information you submitted. For more information on Star Behaviors, LLC Privacy Policy, you may access the following link – **Privacy Policy**

6. Web Site Security

Applicant users are prohibited from violating or attempting to violate the security of the System, including without limitation, (i) accessing data not intended for such user or logging into a server or account which such user is not authorized to access, (ii) attempting to probe, scan or test the vulnerability of a System or network or to breach security or authentication measures without proper authorization, (iii) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing", or (iv) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Star Behaviors, LLC System, Website, or any Solution(s) being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

6.1 You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from our System, Solutions(s) or Website without the prior expressed written permission of Star Behaviors, LLC

6.2 Violations of System or network security may result in civil or criminal liability. Star Behaviors, LLC will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

7. Trademarks, Copyrights and other Intellectual Property

Star Behaviors, LLC is the owner of all intellectual property rights (including the copyrights) in the Star Behaviors, LLC System, Solution(s), Website and Database. Material published by Star Behaviors, LLC on this System may contain other proprietary notices or describe products, services, processes or technologies owned by Star Behaviors, LLC or third parties. Nothing in these Terms or in the System shall be construed as granting to you a license under any copyright

trademark, patent or other intellectual property right of Star Behaviors, LLC, or any third party, except as expressly set forth herein.

7.1 "Star Behaviors, LLC.com" and certain other names or logos are trademarks of Star Behaviors, LLC, and all related product or service names, design marks and slogans are the trademarks or service marks of Star Behaviors, LLC. All other product and service marks contained herein are the trademarks or service marks of their respective owners. The "look" and "feel" of Star Behaviors, LLC's Website, System, and Solutions(s) (including color combinations, button shapes, layout, design and all other graphic elements) are also Star Behaviors, LLC's trademarks or copyrights. The deletion or alteration of any copyright or other proprietary notices from the System, Website or Solutions(s) is strictly forbidden.

7.2 All editorial content and graphics on the Star Behaviors, LLC Website, Solutions(s) and System, as well as HTML based computer programs used to generate pages, and the are protected by the U.S. copyright laws and international treaties and may not be copied without the express permission on Star Behaviors, LLC., which reserves all rights. Use or re-use of any Star Behaviors, LLC's editorial content and graphics for any purpose is strictly prohibited without Star Behaviors, LLC's prior written permission.

8. Disclaimers and Limitations

You assume all responsibility and risk for your use of this System and the Internet generally. Star Behaviors, LLC and its partners do not guarantee any job placement or assume any responsibility for reliance by you or any other party on the information provided by Star Behaviors, LLC through your use of this Website or the System. THE STAR BEHAVIORS, LLC SYSTEM, WEBSITE, SOLUTION(S), DATABASE, SERVICES AND INFORMATION PROVIDED ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.1 No advice or information given by Star Behaviors, LLC, its affiliates or their respective employees shall modify the foregoing or create any warranty.

8.2 Star Behaviors, LLC expressly disclaims any warranty that the information on this System, Website, Solutions(s), Database, or the Internet generally will be uninterrupted or error free or that any information, software or other material accessible from the System is free of viruses or other harmful components.

8.3 You shall have absolutely no recourse against Star Behaviors, LLC as the System provider for any alleged or actual infringement of any proprietary rights you may have in anything you post on our System, Solution(s), Website or Database. We make no warranties whatsoever that you will obtain any job via the System, nor any warranties about (and take no responsibility for) any job you may obtain.

8.4 STAR BEHAVIORS, LLC AND ITS PARTNERS DO NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, SOFTWARE, OR PROCESS USED OR DISCLOSED ON THE SYSTEM OR ANY OTHER MATERIAL ACCESSIBLE FROM THE SYSTEM OR FOR ANY EMPLOYER OR THIRD PARTY'S USE OF ANY INFORMATION DISCLOSED ON THE SYSTEM OR ANY OTHER MATERIAL ACCESSIBLE FROM THE SYSTEM.

8.5 IN NO EVENT SHALL STAR BEHAVIORS, LLC OR ITS PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SYSTEM OR WITH THE DELAY OR INABILITY TO USE IT (OR ANY LINKED SITES), OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS SYSTEM, OR OTHERWISE ARISING OUT OF THE USE OF THIS SYSTEM, THE INTERNET GENERALLY OR ON ANY OTHER BASIS (WHETHER BASED ON CONTACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF STAR BEHAVIORS, LLC OR ANY PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

8.6 Because some states or jurisdictions do not allow for the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If this limitation of liability or the exclusion of warranty set forth above is held inapplicable or unenforceable for any reason, then Star Behaviors, LLC's maximum liability for any type of damages shall be limited to U.S. \$500.00.

9. Other Parties

The Star Behaviors, LLC Website or System may contain hyperlinks or other connections to Websites operated by parties other than Star Behaviors, LLC Star Behaviors, LLC does not control these Websites and is not responsible for them, including their availability, content, or any viruses accessed through them. Star Behaviors, LLC's inclusion of hyperlinks or other connections to such Websites does not imply any endorsement of the material on them or any association with their owners or operators.

10. Termination of Account

Star Behaviors, LLC, shall have the right to terminate your ability to access this System, Solution(s), or Website at any time without notice and to discontinue or modify any of the information contained on this System, or the System, at any time.

10.1 You hereby acknowledge that any breach of any of your obligations with respect to this Agreement shall constitute a material breach of this Agreement that is likely to cause or threaten irreparable harm to Star Behaviors, LLC You therefore agree that in the event of any such breach, Star Behaviors, LLC shall be entitled to seek equitable relief to protect its interests, including, but not limited to preliminary and permanent injunctive relief, as well as money damages.

11. Arbitration

Arizona state law and any relevant federal laws shall govern these terms. Any controversy or claim arising out of or relating to this Agreement or Star Behaviors, LLC's System, Solutions(s), Website, Database or service shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Pima County, Arizona. Use of this System is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Given the nature of these terms, you understand and agree that in addition to money damages, Star Behaviors, LLC, will be entitled to equitable relief, including any interim or preliminary relief, upon a breach of them by you. You hereby consent to the jurisdiction of Pima County courts for that purpose.

12. Entire Agreement

These terms represent the entire agreement between you and us, and our respective successors and assigns, and supersedes any and all prior understandings, statements or representations, whether electronic, oral or written, regarding Star Behaviors, LLC its System, Solution(s), Website, Database or the information thereon. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form.

13. Miscellaneous

Notwithstanding the foregoing, these terms shall be severable and construed to the extent of their enforceability in light of the parties' mutual intent if deemed at all unenforceable by a competent court.

13.1 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

14. Additional Terms

Our Privacy Policy is available on our Website at StarBehaviors.com and is incorporated here by reference.

Your use of the Star Behaviors, LLC Website, System Database and Solution(s) states that you agree to the complete Terms and Conditions as outlined above.