



QUOTE

Frances Ellen Watkins Harper Jr High School
4000 E Covell Blvd,
DAVIS CA 95618

Date
Mar 3, 2021

Expiry
May 2, 2021

Quote Number
FEWHJH2-2021

EIN
26-4172500

5-Star Students
19069 Van Buren Blvd, Ste
114-198
RIVERSIDE CA 92508
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
5-Star Students Silver Package (Small School). 1 year program subscription, mobile apps, unlimited surveys and voting, online training, SIS integration	1.00	2,050.00	Tax Exempt	2,050.00
Subscription renewal date is 7/31/2022				
Subtotal				2,050.00
TOTAL USD				2,050.00

Terms

Please send purchase orders to billing@5starstudents.com or fax to 800-321-0931

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

Newport-Mesa Unified School District

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Newport-Mesa Unified School District and which is dated 10/24/2018 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

5-Star Students, LLC

BY: 

Date: 10/24/2018

Printed Name: Brian Bourgeois

Title/Position: Managing Member

2. Subscribing LEA Davis Joint Unified School District

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: Amari Watkins

Date: _____

Printed Name: 

Title/Position: Associate Superintendent of Business Services

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Brian Bourgeois

Title: Managing Member

Email Address: info@5starstudents.com

Privacy Policy

[Home \(/\)](#) / [Privacy Policy](#)



(<https://studentprivacypledge.org/>)

At 5-Star Students, LLC (referred to as "5-Star Students", "Company," "us" or "we"), we recognize that privacy is tremendously important to online visitors of our website ("Website Visitors"), to schools or organizations who register for our Service ("Schools"), and to students whose information we may store on behalf of a School ("Students"). This privacy policy applies to our website 5starstudents.com (<http://5starstudents.com>) and to the 5-Star Students platform (our "Service") and describes the steps we take to protect your data.

Click on the links below to jump to each section:

1. How We Collect and Use Information
2. How We Share Your Information
3. How We Store and Protect Your Information
4. Your Choices About Your Information
5. Children's Privacy
6. How to Contact Us
7. Changes to Our Privacy Policy

We strive to be transparent in our data collection and use practices. This is the type of personal information we may collect.

1. HOW WE COLLECT AND USE INFORMATION

We collect the following types of information:

Information about Schools: We ask for certain information when a School representative registers a School with 5-Star Students, or if the representative corresponds with us online, including a name, school name, school address, email address and/or account name and password, phone number, and message content. We may also retain information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the 5-Star Students Service, we will keep records of activities related to the Service. We use this information to operate, maintain, and provide to the features and functionality of the Service, to analyze our Service offerings and functionality, and to communicate with our Schools and Website Visitors.

Student Data: 5-Star Students may have access to personally identifiable information about students ("Student Data") in the course of providing its services to a School. We consider Student Data to be confidential and do not use such data for any purpose other than to provide the services on the School's behalf. We receive Student Data only from the School's use of the Service and never interact with the Student directly. In some instances, a School may allow a limited number of Students to log into the Service to assist with data collection activities. In that instance, the School provides each student with login credentials and confirms that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Service. The School is encouraged to use security options provided by the Service to restrict access to other Student's personally identifiable information, by registered Student users.

5-Star Students has access to Student Data only as requested by the School and only for the purposes of performing support Services on the School's behalf. If you are a Student or parent, please contact your School if you have questions about the School's use of technology service providers like 5-Star Students. If a Student contacts us with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student's request and direct the Student to contact the Student's School, and we will then delete or anonymize the personal data of the Student after providing our response.

5-Star Students does not perform "data mining" activities as it pertains to the analysis and aggregation of Student Data for the purposes of sharing or selling to third parties. We only perform data analysis and aggregation routines to support the use of metrics and reporting capabilities within the Service. These results are only visible to authorized School users.

See "How We Share Your Information" below for more information on the limited ways in which we share School and Student Data. See "Children's Privacy" below for more information on how we collect and use the personal information of children under 13.

Information collected through technology: We automatically collect certain types of usage information when visitors view our website or use our service. We may send one or more cookies — a small text file containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets us help you log in faster and enhance your navigation through the site. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us to track your usage of the Service over time. We may collect log file information from your browser or mobile device each time you access the Service. Log file information may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, information about your mobile device, number of clicks and how you interact with links on the Service, pages viewed, and other such information. We may employ clear gifs (also known as web beacons) which are used to anonymously track the online usage patterns of our users. In addition, we may also use clear gifs in HTML-based emails sent to our Schools to track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. We do not allow third party advertising networks to collect information about the users of our Site or Service.

We use or may use the data collected through cookies, log files, device identifiers, and clear gifs information to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) to provide and monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (e) diagnose or fix technology problems; and (f) help users efficiently access information after signing in.

Student privacy is very important to us. Student Data is used only for educational purposes at the discretion of the School.

2. HOW WE SHARE YOUR INFORMATION

5-Star Students only shares personal information in a few limited circumstances, described below. We do not rent or sell information to third parties for marketing purposes. Who we may share information with:

- We may share information with those that provide us with technology services (e.g. web hosting and analytics services), but strictly for the purpose of carrying out their work for us.
- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use (/terms), or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.

In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. In such case we will provide you with notice and an opportunity to opt-out of the transfer of personally identifiable Student Data.

We store our data in the United States and we take strong measures to keep data safe and secure.

3. HOW WE STORE AND PROTECT YOUR INFORMATION

Storage and processing: Any information collected through the Service is stored and processed in the United States. If you use our

Service outside of the United States, you consent to have your data transferred to the United States.

Keeping information safe: 5-Star Students maintains strict administrative, technical and physical procedures to protect information stored on our cloud-hosted servers, which are located in the United States. Access to information is limited (through user/password credentials) to only those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. There is no means of self-registration to gain instant access to the Service, it is by invitation only. Other security safeguards include but are not limited to data encryption and firewalls.

In the event of a data breach: If our Service is ever compromised by an unauthorized individual we will notify any impacted Schools as soon as administratively possible. The notification will include as much information as possible about the nature of the breach and our steps to mitigate the situation.

4. YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: Schools may update account information and modify Services by signing into a manager account. Schools and their authorized users can opt-out of receiving promotional email from us by changing their Account Settings after login or during registration. However, you cannot unsubscribe from Service-related messaging.

If you have any questions about reviewing or modifying account information, contact us directly at support@5starstudents.com (mailto:support@5starstudents.com).

Access to Student Data: Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly.

Deleting or disabling cookies: You may be able to disallow cookies to be set on your browser. Please look for instructions on how to delete or disable cookies and other tracking/recording tools on your browser's technical settings. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information on cookies, visit www.allaboutcookies.org (http://www.allaboutcookies.org). Remember, disabling cookies may disable many of the features available on the Service, so we recommend you leave cookies enabled.

How long we keep User Content: Following termination or deactivation of a School account, 5-Star Students may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain anonymized or aggregated data, including usage data, for analytics purposes. If you have any questions about data retention or deletion, please contact info@5starstudents.com (mailto:info@5starstudents.com).

5. CHILDREN'S PRIVACY

Student Data related to children under the age of 13 may be received during the use of our Service by a School.

5-Star Students does not knowingly collect any information from children under the age of 13 unless the School has obtained appropriate parental consent for the student to use the Service or have their data accessible within the Service. Please contact us at support@5starstudents.com (mailto:support@5starstudents.com) if you believe we have inadvertently collected personal information of a child under 13 without proper parental consents so that we may contact the School and delete such data as soon as possible.

6. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please contact us at info@5starstudents.com (mailto:info@5starstudents.com).

7. CHANGES TO OUR PRIVACY POLICY

5-Star Students may modify or update this Privacy Policy from time to time so you should review this page periodically. Click [here](https://github.com/5starstudents/policies/commits/master/privacy-policy.md) (<https://github.com/5starstudents/policies/commits/master/privacy-policy.md>) to see all changes to this Privacy Policy. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days notice to our Schools so that you have sufficient time to evaluate the change in practice. Of course, you can always opt-out by choosing to deactivate your account before the changes take effect.

This privacy policy was last modified on October 10, 2015. Effective Date: October 10, 2015.

We have a unique, web-based platform that helps educators and administrators track and drive student involvement in school activities and events.

Help And Support

Sign in (<https://app.5starstudents.com/login>)

Contact support (<mailto:support@5starstudents.com>)

Blog (<http://5starstudents.blogspot.com/>)

Company

About (</about>)

Privacy Policy (</privacy>)

Terms of Use (</terms>)

Terms for Schools (</schoolterms>)



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(<http://twitter.com/5starstudents>)

(<https://www.5starstudents.com>)

General Terms Of Use

[Home \(/\)](#) / [General Terms of Use](#)

Effective Date: October 10, 2015

Welcome to 5-Star Students! Please continue reading to learn about the terms by which you may use our software and services (collectively, the “Services”) provided by 5-Star Students, LLC (referred to as “5-Star Students”). If you have questions about this Agreement, please contact us at info@5starstudents.com (<mailto:info@5starstudents.com>).

These General Terms of Use (the “Agreement”) apply to all schools, school districts, and related entities and organizations that sign up to use the Services, including but not limited to administrators who access the Services on their behalf (each a “School”), as well as all non-School visitors, users, and others, including students, teachers, and their parents, who use the Services (such individuals and Schools, collectively, “Users” or “you”). If you’re a School, our Additional Terms of Use for Schools (</schoolterms>) apply to you too.

By accessing or using the Services, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in our Privacy Policy (</privacy>), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our Privacy Policy may change too. If you are School using the Service, we will notify you via email in advance of any material changes to the terms. Upon making changes, we will update the “Effective Date” found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

SECTION 1. WHAT ARE 5-STAR STUDENTS SERVICES AND WHO CAN USE THEM?

We provide Schools with the ability to collect and store data about involvement in co-curricular activities and attendance at school events. This makes it easier to understand who’s involved and who’s not on campus, and help incentivize school spirit and participation. The Services also provide options to facilitate school survey and voting scenarios.

You’re allowed to use the Services only if you can form a binding contract with 5-Star Students, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you’ve been removed from the Services previously, you’re not allowed to use them again.

Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Services. We reserve all rights not expressly granted to you in the Services and the 5-Star Students Content (as defined below). We may terminate this license at any time for any or no reason.

i) DETAILS ABOUT 5-STAR STUDENTS SERVICES

Your 5-Star Students account gives you access to our Services, but you may not sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

If you open a new 5-Star Students account on behalf of a School, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement and that you agree to this Agreement on the entity’s behalf.

Your 5-Star Students account gives you access to the services and functionality we make available from time to time and at our discretion. We maintain different types of accounts for different types of Users. You may be invited by another authorized representative of your School to create an account with a specific level of access.

Remember: you are responsible for any activity that occurs on your account, you may never use someone else’s account without permission, and you must keep your account password secure. We recommend using “strong” passwords (passwords that use a

combination of upper and lower case letters, numbers and symbols) with your account to avoid unauthorized use. Please let us know immediately if you think your account's security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

ii) WHAT CONTROL DO I HAVE OVER MY USE OF THE SERVICES?

You may control your profile and how you interact with the Services by changing the settings in your My Account page. By providing your email address to us you consent to our using the email address to send you Services-related notices, including any required legal notices and other messages, such as additions or changes to the Services and/or notices of product offers. You may opt out or change your preferences in your My Account. While we need your email address to send you important Services-related notices, you can always ask us to stop sending you certain marketing messages. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

iii) RESTRICTED USES

Please don't do anything to harm our product or try to hack our service. Specifically, by using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the 5-Star Students servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) upload invalid data, viruses, worms, or other software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

We continually update our Services to offer the best possible product. While we plan to continue to offer and improve our Services, we may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Services generally ("Service Changes"). While we'll try to give you advance notice of Service Changes that will adversely affect you, this might not be practical or possible and we retain the right to make Service Changes without notice and liability for any reason. If this Agreement ends you continue to be bound by it in any interactions you may have with the Services.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

SECTION 2. RIGHTS IN OUR CONTENT

"Student Data" is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School, and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"). While we may need to access Student Data to provide the Services to you, between us, you own the Student Data and remain responsible for it. Our Additional Terms of Use for Schools (/schoolterms) and Privacy Policy (/privacy) provide more detail around how we handle Student Data.

"Intellectual Property Rights" means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

Except for Student Data, the Services and all materials made available to you in connection with them, including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and any content belonging to other Users (the "5-Star Students Content"), and all related Intellectual Property Rights, are the exclusive property of 5-Star Students and its licensors. Except as specified in this Agreement, nothing may be deemed to create a license in or

under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any 5-Star Students Content. To be clear: any use of 5-Star Students Content for a purpose not expressly permitted by this Agreement is strictly prohibited.

If you send us ideas or comments about our Services, you agree that we may freely use or reference those ideas and comments and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

SECTION 3. GENERAL LEGAL TERMS

i) 5-STAR STUDENTS DATA

Certain parts of the Services may allow you to obtain or access analytics or other data or information associated with your account ("5-Star Students Data"). 5-Star Students Data is licensed to you for your use on a limited basis, and is governed solely by the terms of this Agreement and available for distribution only at our sole discretion. 5-Star Students owns the account you use to access the Services along with any rights of access or rights to data stored by or on behalf of 5-Star Students on 5-Star Students servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your 5-Star Students Data. 5-Star Students has the right to manage, control and even eliminate 5-Star Students Data, except that 5-Star Students may only use Student Data as specifically permitted by this Agreement.

YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON 5-STAR STUDENTS' SERVERS MAY BE DELETED AT ANY TIME FOR ANY REASON IN 5-STAR STUDENTS' SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. WE DO NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIM, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON 5-STAR STUDENTS' SERVERS.

IMPORTANT: If you're a School, you should be absolutely sure to keep secure copies of Student Data in your student information system ("SIS") or in other secure storage. You should not rely on us to provide copies of or access to your Student Data.

ii) PRIVACY AND SECURITY

We take very seriously the privacy of our users, including schools, teachers, parents, and students. By using the Services you consent to the collection, use and disclosure of your information (including but not limited to Student Data) as set forth in our Privacy Policy (/privacy) and, if you're a School, in the Additional Terms of Use for Schools (/schoolterms), and to have your information (including but not limited to Student Data) collected, used, transferred to and processed in the United States pursuant to our Privacy Policy (/privacy).

iii) THIRD-PARTY SERVICES

Our website may contain links to third-party websites or other materials or information that are not owned or controlled by us. Keep in mind that we do not endorse or assume any responsibility for any third-party sites, information, materials, products, or services. If you access a third party website, you understand that you do so at your own risk, and you understand that this Agreement, the Additional Terms of Use for Schools (/schoolterms), and our Privacy Policy (/privacy) do not apply to your use of those sites or services—those sites and services have their own applicable terms and policies.

iv) INDEMNITY

You agree to defend, indemnify and hold harmless 5-Star Students and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including but not limited to any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to COPPA; (v) any content or information that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

v) WARRANTY DISCLAIMER

THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, 5-STAR STUDENTS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICES (INCLUDING WITHOUT LIMITATION APPLICATIONS), AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES (INCLUDING WITHOUT LIMITATION DEVELOPERS). FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

vi) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 5-STAR STUDENTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICES. UNDER NO CIRCUMSTANCES WILL 5-STAR STUDENTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 5-STAR STUDENTS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) SCHOOL CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL 5-STAR STUDENTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO 5-STAR STUDENTS HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF 5-STAR STUDENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Services are controlled and operated from US-based facilities, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations.

Because we have to say this, you may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

vii) GOVERNING LAW

You agree that: (i) the Services will be deemed solely based in California; and (ii) the Services will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement will be governed by the laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the personal jurisdiction of the federal and state courts located in Riverside County, California for any actions related to this Agreement.

vviii) MISCELLANEOUS

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Policy (</privacy>). This Agreement, together with any amendments and any additional agreements you may enter into with 5-Star Students in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and 5-Star Students concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and 5-Star Students' failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. If access to the Services is licensed to the United States government or any agency thereof, then the Services will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

We have a unique, web-based platform that helps educators and administrators track and drive student involvement in school activities and events.

Help And Support

Sign in (<https://app.5starstudents.com/login>)

Contact support (<mailto:support@5starstudents.com>)

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