



## Subscription Services Agreement

### Terms of Service

This Subscription Services Agreement is made by and between a Subscribing Entity, ("Subscriber"), whose identification and nature is described in the Subscription Registration Form, and Star-Tech, Inc., ("Star-Tech"), a Georgia corporation, whose principal office is at 227 DeGress Avenue, Atlanta, GA 30307.

#### WITNESSETH:

WHEREAS, Star-Tech desires to provide certain Subscription Services to Subscriber, and Subscriber desires to obtain from Star-Tech the services described in the Subscription Registration Form on the terms and conditions set forth under these terms of service;

NOW, THEREFORE, for and in consideration of the agreements of Subscriber and Star-Tech set forth below, the recital set forth above is incorporated herein by reference as part of their agreement, and Subscriber and Star-Tech further agree as follows:

#### I. General

- A. The Agreement. Star-Tech subscription service(s) ("Service") is provided to Subscriber as a subscription under the terms and conditions of this Agreement and all written amendments thereto and any operating rules or policies established by Star-Tech (collectively, the "Agreement"). Star-Tech reserves the right, in its sole discretion, to change, modify, add or remove all or part of the Agreement at any time.
- B. Subscriber Representations. By accepting the terms and conditions of the Agreement, Subscriber:
  1. represents and warrants that it:
    - a. is a company, business, or person located within the United States or Canada,
    - b. authorizes the representatives initiating and accessing the Service to do so on its behalf,
    - c. assumes full responsibility for the actions of its authorized users, including particularly those users who may be under 18 years old.

2. agrees to provide true, accurate, current and complete information about Subscriber as prompted by the Subscription Registration Form or as requested at any time; and
  3. agrees to maintain and update its subscription information to keep it true, accurate, current and complete. If any material information provided by Subscriber is untrue, inaccurate, not current or incomplete, Star-Tech reserves the right to terminate Subscriber's account and refuse any and all current or future use of the Service.
- C. Acceptance. By completing the Subscription Registration Form and clicking the "I Accept" and/or "I Agree" button(s), or by utilizing or allowing other persons to use the Service in any way, Subscriber agrees to be bound by this Agreement. Subscriber's acceptance of these terms confirms that it agrees to the terms herein with no modifications. If, at some future time, Subscriber finds the terms and conditions of the Agreement to be unacceptable, and the Subscriber has made any use of the Service whatsoever, Subscriber's sole recourse is to cancel its subscription to the Services in accordance with the provisions in Sections V-F and VII-A.

## II. Description of Star-Tech Services.

- A. Business Model. Star-Tech provides interactive web-based Services across the World Wide Web using the following business models:
1. Application Service Provider
  2. Software as a Service
  3. World-Wide Web Hosted service

The Services are hosted by a third-party provider who makes available to Star-Tech the capacity, bandwidth, and backup services to support the Star-Tech Services. As required, relational databases are employed for recording of any information necessary to drive the Services. Star-Tech also provides Subscriber with access to certain Star-Tech proprietary software ("Software") and technical support services to facilitate the operation of the Services.

- B. Unacceptable Content. No Subscriber may post any content, products, notices, or other information to any Star-Tech Service that, in Star-Tech's sole determination, may be: (i) illegal to sell under any applicable law, statute, ordinance or regulation; (ii) may infringe or violate any person's rights; or (iii) that Star-Tech believes, in its sole discretion, is inflammatory, or offensive. These criteria are minimum requirements, and Star-Tech, in its sole discretion, may consider other criteria regarding postings to its Service(s).
- C. Capabilities. Technical support and website capabilities will be provided in accordance with Star-Tech's then current capabilities for support of the Services, which may be modified from time to time at Star-Tech's sole discretion.

## III. Subscriber's Responsibilities.

- A. Content Responsibility. Subscriber acknowledges and agrees that it shall be responsible for all content posted into its subscription, including goods and services offered at Subscriber's web site(s), all materials used or displayed to the public through the subscription, and all acts or omissions that occur through such postings into the Subscription or in connection with Subscriber's account or password.
- B. Contact Information. Subscriber agrees to provide Star-Tech with Subscriber's current contact information, including but not limited to Subscriber's organization name, mailing address, street address (if different), telephone number, and e-mail address. Subscriber's

contact information will not be considered complete without a primary contact name, telephone extension number (as applicable), and individual e-mail address. Subscriber also agrees to update all such information, as necessary, to keep contact information true, accurate, current and complete.

- C. Public Announcements. Subscriber agrees that any and all press releases and other public announcements related to this Agreement and subsequent transactions between Star-Tech and Subscriber, including the method and timing of such announcements, must be approved in advance in writing by an authorized Star-Tech representative. Star-Tech reserves the right, in its sole discretion, to withhold approval of any public announcement. Without limitation, any breach of Subscriber's obligation regarding public announcements shall be a material breach of the Agreement.
- D. Authority. Subscriber represents and warrants that it has full power and authority under all relevant laws and regulations to:
  - 1. Offer and sell any goods and services offered through its subscription, including but not limited to holding all necessary licenses from all necessary jurisdictions.
  - 2. Engage in the advertising and sale of any goods or services offered through its Subscription.
  - 3. Copy and display the materials used or posted through its Subscription.
- E. Prohibited Activities. Subscriber represents and warrants that it will not engage in any activities that:
  - 1. Constitute or encourage a violation of any applicable federal, state or international law or regulation, including but not limited to the sale of illegal goods or the violation of export control or obscenity laws;
  - 2. Defame, impersonate or invade the privacy of any third party or entity;
  - 3. Infringe the rights of any third party, including but not limited to the intellectual property, including copyrights, or the business, contractual or fiduciary rights of others; and
  - 4. Are connected in any way with the transmission of the unsolicited mass distribution of e-mail (i.e., junk mail or spam).

#### **IV. Proprietary Rights**

- A. Software License. Star-Tech hereby grants Subscriber a non-exclusive, non-transferable subscription to share the use of the Software in object code form only on a server controlled by Star-Tech service providers for the sole purpose of creating and maintaining Service for the benefit of Subscriber. Subscriber is not granted any right to copy the Software or use it on computers other than a server controlled by a Star-Tech service provider. Subscriber may not use web pages or parts of web pages generated by the Software, other than content that originates from and is proprietary to Subscriber, on any server other than the servers controlled by Star-Tech service providers. Web pages generated by the Software may only be used in conjunction with the Service(s) to which Subscriber has subscribed. Except for the limited use set forth in this Section, Subscriber is granted no other rights in and to the proprietary software and intellectual property of Star-Tech or its service providers.
- B. Intended Use. Subscriber also acknowledges and agrees that the Software is intended for access and use by means of web browsing software, and that neither Star-Tech nor its service providers commit to support any particular browsing platform. Star-Tech and

its service providers reserve the right to revise and modify the Software at any time, release subsequent versions thereof, and to alter features, specifications, capabilities, functions and other characteristics of the Software, without notice to Subscriber. If any revision or modification to the Software materially changes Subscriber's ability to conduct business, Subscriber's sole remedy is to terminate the Agreement pursuant to Section VII-A of this Agreement.

- C. Intellectual Property. Subscriber acknowledges and agrees that content available from Star-Tech, its service providers or the Service, including but not limited to text, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, is protected by copyright, trademark, patent or other proprietary rights and laws and may not be used in any manner other than as specified in Section IV-A above. This Agreement does not grant Subscriber any right, title, interest in or to any of the service or trade marks of Star-Tech or those of its service providers.
- D. Subscriber's Public Property. Subscriber agrees that by using the Service, Subscriber grants Star-Tech and its service providers, successors and assigns, a non-exclusive, worldwide, royalty-free, non-revocable license under Subscriber's copyrights and other intellectual property rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, and reproduce from such material in any and all media, and to display in any manner and on any Star-Tech or service provider property the results of search queries and comparisons conducted using Star-Tech Services. Subscriber also grants Star-Tech and its service providers the right to maintain such content on Star-Tech and its service providers' servers during the term of the Agreement and to authorize the downloading and printing of such material, or any portion thereof, by web page visitors for their personal use.
- E. Subscriber's Proprietary and Confidential Property. Subscriber and Star-Tech agree that the content that Subscriber maintains in certain Services is proprietary and confidential to the Subscriber and Subscriber's authorized users. For those Services, Star-Tech agrees to apply the then-current industry best practices to secure Subscriber's information from disclosure to unauthorized third parties.
- F. Unauthorized Access. Subscriber shall not attempt to gain unauthorized access to any servers controlled by Star-Tech or its service providers. Subscriber will immediately notify Star-Tech at [support@star-tech.org](mailto:support@star-tech.org) if Subscriber becomes aware that any unauthorized access has occurred, has been attempted or is intended.

## V. Term

- A. Effective Date. The Effective Date of this Agreement shall be the date upon which the Subscriber perfects the payment of the Setup Fee for the Service as described in the Subscription Registration Form.
- B. Anniversary Date. The Anniversary Date of this Agreement shall be the first day of the month which first follows the Effective Date hereof.
- C. Term. The term of the Agreement shall be one calendar year commencing on the Anniversary Date mentioned above. The term shall automatically renew for successive annual periods at renewal rates applicable at the Anniversary Date, unless Subscriber elects not to renew in accordance with Section V-F, or terminates the Subscription in accordance with Section VII-B, below.
- D. Automatic Annual Renewal. Unless Subscriber notifies Star-Tech in the manner described in Section XIV at least 30 days prior to the Anniversary Date, the Subscription will be automatically renewed by Star-Tech for a new term of 12 months.

- E. Extended Term. Star-Tech offers Subscribers the opportunity to purchase an extended Subscription at the then current rate. If Subscriber selects an extended term option, the Agreement will end on the last day of the last month through which payment has been made. An extended term shall have the effect of revising the Anniversary Date to the day that the extended subscription expires. All term extensions made within the last 12 months of the current agreement period shall be for a minimum of 12 months.
- F. Non-Renewal. Subscriber may choose to terminate the Agreement upon the Anniversary Date if Subscriber provides at least thirty (30) days written notice to Star-Tech. Neither refunds nor pro-rated fees for any period prior to the end of the current term are offered.
- G. Trial Period. Subscriber may terminate the Agreement within the first ten calendar days after the Effective Date. Any subscription fee payments made by Subscriber during this trial period will be refunded to Subscriber within thirty days of receipt of Subscriber's termination notice. Termination notice under this Section V-G must be provided in the manner described in Section XIV. Any setup fees paid will not be refunded. Any conversion fees incurred will still be due.
- H. No Pro-ration. Star-Tech does not offer pro-rata refunds for early termination.

## **VI. Fees and Payment**

- A. Pre-Payment Required. All subscription and renewal fees for Star-Tech Subscription Services must be paid prior to the beginning of the period to which the payment applies.
- B. Subscription Fee Pricing. All Subscription Fees are quoted on a monthly basis when paid annually. Subscription Fees for some, but not all Services, may be paid in Quarterly or Monthly installments. Quarterly payment or Monthly payment of Subscription fees may increase the monthly subscription fee charged for the Service.
- C. Renewal Payments. All renewal payments are due prior to the current Expiration Date.
- D. Forms of Payment. Star-Tech currently accepts cash, checks, Pay-Pal, Visa, MasterCard, or DiscoverCard in payment of all fees.
- E. Delinquent payments. If payment is not received by Subscriber's renewal date, the Subscription will lapse, and further access to any data it contains will be denied. Star-Tech will retain Subscriber's related data records for one (1) month, after which Subscriber's related data records will be destroyed.
- F. No Refund Policy. Because Subscription Services are provided on a real-time basis, Star-Tech maintains a no refund policy for its Subscription Services.
- G. Alteration of Fees. Star-Tech may alter its fee schedules and terms of the Agreement without advance notice to Subscriber. Any new terms or fee schedule will become effective with the next renewal of the subscription. Subscriber's sole recourse is to terminate the Subscription Services pursuant to Section V-F.
- H. No Guarantee of Continued Service. Nothing in this Agreement shall be construed in any way to require Star-Tech to provide or to continue to provide Services.

## **VII. Termination**

- A. Termination for Cause. Either party may terminate the Agreement with thirty (30) days notice if the other party has materially breached or is otherwise not in compliance with any provision of the Agreement, and such breach or noncompliance is not cured within such 30 day period. Star-Tech reserves the right to immediately suspend Subscriber's access to its web site, without notice, until such breach or noncompliance is cured.

- B. Termination for Illegal or Other Activity. Notwithstanding the foregoing, Star-Tech may, but has no duty to, immediately terminate Subscriber and remove it from Star-Tech's or service providers' servers without notice if Star-Tech or its service providers, in their sole discretion, conclude that Subscriber is engaged in illegal activities, or the sale of illegal or harmful goods or services, or engaged in activities or sales that may damage the rights of Star-Tech or others. Any termination under this Section VII-B shall take effect immediately, and Subscriber expressly agrees that it waives its right to the cure period described in Section VII-A above.
- C. Waiver. Subscriber expressly waives any statutory or other legal protection in conflict with the provisions of this Section VII, to the fullest extent permitted by law.
- D. Deletion of Information. Upon termination, Star-Tech reserves the right to delete from its servers any and all information contained in Subscriber's account, including Subscriber's proprietary information, reference materials, and information about Subscriber's organization (e.g., its members, user IDs, and passwords).
- E. Survival. This provision expressly confirms that Section IV (Proprietary Rights), Section X (Indemnification), Section XI (Disclaimer of Warranties and Liabilities), Section XVI (Dispute Resolution and Arbitration) of this agreement shall survive any termination of the Agreement.

### **VIII. Subscriber Privacy**

- A. Subscriber Information. Star-Tech maintains information about Subscriber and Subscriber's web site on Star-Tech's or its service providers' servers, including but not limited to Subscriber's account registration information. Subscriber agrees that Star-Tech may use Subscriber's information for marketing or other promotional purposes and may share this information with its affiliates and partners. To remove this consent, Subscriber must notify Star-Tech by sending an e-mail notification to Support@Star-Tech.org, with receipt acknowledged, and provide the following information: Subscriber's company name, address, telephone number, fax number, web site address, primary contact name, related telephone extension (if applicable), and e-mail address.
- B. Disclosure by Star-Tech. Subscriber agrees that Star-Tech may disclose Subscriber information under the following circumstances in order to:
  - 1. Comply with the law;
  - 2. Comply with the legal process;
  - 3. Enforce the Agreement;
  - 4. Respond to claims that Subscriber or its web site is engaged in activities that violate the rights of third parties; or
  - 5. Protect the rights or interest of Star-Tech, its service providers or other subscribers to Star-Tech's Services.

Nothing in this section shall impose a duty on Star-Tech to make any such disclosures.

- C. Password. For Service(s) that require it, Subscriber shall receive a password from Star-Tech so that Subscriber can access and use the Software and Services. Subscriber is responsible for any and all activities that occur under Subscriber's account and password. Subscriber agrees to make every effort to keep its password confidential, to allow no other person or company to use its account, and to notify Star-Tech within 24 hours by e-mail at the address specified in Section XIV-B-1 if Subscriber has any reason

to believe that the security of its account or Star-Tech's Services have been compromised.

D. Technical Access. Subscriber acknowledges and agrees that technical processing of Subscriber's information is and may be required to:

1. Provide the functions of the Service;
2. Conform to the technical requirements of connecting networks;
3. Conform to the technical requirements of the Service; or
4. Conform to other, similar technical requirements.

Subscriber also acknowledges and agrees that Star-Tech or its service providers may access Subscriber's account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.

E. Privacy Liability. Star-Tech and its service providers are not liable for any lack of privacy which may be experienced with regard to the Services provided under this Agreement. Subscriber authorizes Star-Tech and its service providers to monitor and record calls to Star-Tech and to its service providers concerning Subscriber's account or the Subscription Services.

#### **IX. Maintenance and Support**

- A. Technical Support. Subscriber can obtain technical support for the Software or Services by sending an e-mail for assistance to Support@Star-Tech.org, or by calling the then current customer service telephone number posted on www.Star-Tech.org. Star-Tech reserves the right to establish limitations on the extent of such support, and the hours at which it is available.
- B. Subscriber Equipment. Subscriber is responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the Software and Services. Subscriber agrees that it is financially responsible for said components.

#### **X. Indemnification**

- A. Subscriber agrees to indemnify and hold harmless Star-Tech and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, and service providers from any claim or demand, including attorneys fees, including any and all claims made by any third party due to or arising out of Subscriber's conduct. This clause shall apply, but not be limited to, Subscriber's site visitors, the conduct of any Subscriber service provider, Subscriber's use of Service, or any claims based upon the suspension, cancellation or termination by Star-Tech or its service providers, or any alleged violation of the Agreement. In particular, Subscriber shall hold Star-Tech, Inc. and its related entities harmless from any alleged violation of any rights of another, including, but not limited to, Subscriber use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Subscriber's web site. Star-Tech reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber, but doing so shall not excuse Subscriber's indemnity obligations. Subscriber agrees to pay Star-Tech's reasonable attorney, expert witness fees, and costs incurred in enforcing this Agreement.

#### **XI. Disclaimer of Warranties and Liabilities**

- A. "As Is" Basis. Star-Tech's Service and Software are provided on an "As Is" and "As Available" basis without warranties of any kind, either expressed or implied, including but

not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

- B. Interruptions of service. Neither this Agreement nor any documentation furnished under it is intended to express or imply any warranty that the Service will be uninterrupted, timely or error-free, or that the Software will provide uninterrupted, timely or error free performance.
- C. Security Limitations. The security mechanism incorporated into the Software has inherent limitations, and Subscriber is solely responsible for determining whether the Software adequately meets its requirements.
- D. Assumption of Risk. Subscriber acknowledges and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is done at its own risk. Subscriber is solely responsible for any damages to its computer system or loss of data that results from downloading such material and/or data.
- E. Limits of Liability. Star-Tech, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents and service providers shall not be liable, under any circumstance, for:
  - 1. Any loss of business, profits or goodwill incurred by Subscriber
  - 2. Loss of use of the Service.
  - 3. Loss of data
  - 4. Interruption of business
  - 5. Any indirect, special, incidental or consequential damages

This limitation of liability shall apply regardless of whether such damages result from Subscriber's use or inability to use the Services or Software, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure or performance of the Services or the Software. Under any combination of circumstances, Star-Tech and its service providers shall have no liability to Subscriber, in excess of the aggregate payments made by Subscriber to Star-Tech over the course of the current subscription term.

**XII. No Resale or Assignment of Service.** Subscriber agrees not to resell, assign or otherwise transfer rights or obligations under this Agreement without the prior written authorization of Star-Tech.

**XIII. Force Majeure.** Star-Tech will not be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of nature or causes beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, failure of the Internet, or failure by other suppliers, service providers or carriers.

**XIV. Notices.**

- A. Methods. Any notices or communications under the Agreement shall be by e-mail or in writing by: (1) first class mail, registered or certified, return receipt requested, postage pre-paid or (2) express mail, Federal Express, or other, similar overnight bonded delivery service to the address specified in Section B if to Star-Tech, and in the Subscription Registration Form if to Subscriber. The notice or communication shall be deemed delivered upon receipt to the party to whom such communication is directed.
- B. Notices to Star-Tech:

1. Technical inquiries, notices regarding cancellation, termination or non-renewal notice, and payment inquiries shall be directed to Support@Star-Tech.org.
  2. All legal notices shall be sent in writing to: Star-Tech, Inc., 227 DeGress Avenue, Atlanta, GA 30307.
  3. Subscriber disputes shall be addressed as provided in Section XVI below.
- C. Notices to Subscriber. Notices to Subscriber will be sent to the e-mail address specified by Subscriber in the Subscription Registration Form at the time it opens its account with Star-Tech, or such other address as Star-Tech expressly agrees to utilize. Subscriber will provide the following notification information: Subscriber company name, street address, mailing address if different, telephone number, fax number, web site address, e-mail address, name of person to contact, telephone extension(if applicable) and individual e-mail address.
- D. Subscriber Notification Responsibility. Subscriber is responsible for notifying Star-Tech of any changes to its e-mail address using the "Edit Profile" facility included in the Service.

**XV. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written.

**XVI. Dispute Resolution and Arbitration.**

- A. Attempt to Resolve. All disputes concerning the Agreement and/or Services shall be resolved by the following process:
1. Subscriber must first document any claim or dispute to Star-Tech in writing by contacting Support@Star-Tech.org.
  2. If Subscriber's claim or dispute cannot be resolved within sixty (60) calendar days, and Subscriber elects to continue dispute, Subscriber must request arbitration as provided below.
- B. Arbitration. Except as expressly provided below, any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. Arbitration will be conducted in Atlanta, GA by a single arbitrator.
- C. Waiver of right to trial. Subscriber understands and acknowledges that it is waiving the right to have any dispute heard by a jury and determined in a court of law.
- D. No Punitive Damages. The parties agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. The parties agree that they will not seek, and an arbitrator may not award, relief in excess of or contrary to what this Agreement expressly provides, and an arbitrator may not award punitive damages. The parties further agree that an arbitrator may not order consolidation or class arbitration. Each party will bear the costs of arbitration equally but each is responsible for its own attorney fees in arbitration and legal proceedings.
- E. Arbitration Confidentiality. Any arbitration shall be confidential, and neither Subscriber nor Star-Tech may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any

portion of this arbitration clause is determined by a court to be inapplicable or invalid, the remainder shall still be given full force and effect.

- F. Waiver of Punitive Damage Claims and Class Actions. By this Agreement, both Subscriber and Star-Tech are waiving certain rights to litigate a dispute in court. If for any reason this arbitration clause is deemed inapplicable or invalid, Subscriber and Star-Tech both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.
  - G. Governing Law. For any matter not subject to arbitration, Subscriber and Star-Tech agree to submit to the personal and exclusive jurisdiction of U.S. District Court, Atlanta, Georgia. The laws of the State of Georgia shall govern this Agreement, without regard to its conflict of law provisions.
  - H. Not a waiver. Star-Tech's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect.
  - I. Sunset Provision. Subscriber agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.
- XVII. Disclaimer to Customers of Star-Tech Subscribers and Third Parties.** Subscriber agrees that its web site will contain a hyperlink, provided by Star-Tech that will link to the Star-Tech Third Party Disclaimer web page. Subscriber further agrees to make no effort to disable, reroute, redirect, or in any other way to interfere with the operation of the disclaimer link.
- XVIII. Marketing of Services.** Star-Tech may use telemarketing, direct mail campaigns, independent agents, or any combination thereof, to market its services. Each agent, telemarketer and all marketing personnel are instructed about Star-Tech's services and the exclusive application of the Agreement. Star-Tech expressly disclaims, and Subscriber acknowledges this disclaimer, any Star-Tech liability for any such agents', telemarketers' or marketing personnel's actions, inactions, representations, promises and/or statements which in any way materially conflict with, modify, or are in contravention of the provisions of this Agreement. Subscriber accepts the notice provided by the terms of this Agreement. No agent, telemarketer or marketing personnel may change, alter, revise, move or terminate the terms of any Subscriber service without Star-Tech's express written consent.
- XIX. Electronic Form of Agreement.** Subscriber acknowledges and consents to the electronic form of this Agreement and of any notice given in electronic form, all of which shall be admissible in judicial and administrative hearings based upon or relating to the terms and conditions of this Agreement. Said electronic forms will be subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subscriber's consent to electronic form extends to all written notices from Star-Tech or its service providers, as provided for elsewhere in the Agreement. Subscriber acknowledges that it has the necessary hardware and software to access the terms and conditions posted at the web sites provided by Star-Tech or its service providers. Subscriber understands that it may remove its consent to the electronic form of contracting with Star-Tech as provided through notice in Section XIV above; however, in this event, Star-Tech may terminate this Agreement pursuant to Section VII above.

**XX. Severability.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

**XXI. Relationship with Star-Tech Service Providers.** Subscriber acknowledges that Star-Tech's service providers are solely beneficiaries to Star-Tech's entitlements under this Agreement, and are not parties to this Agreement or to Star-Tech's obligations to Subscriber. Subscriber further acknowledges that there are no other third party beneficiaries to this Agreement, and that Star-Tech is an independent business from its service providers. Should any claims be made by Subscriber, Star-Tech's service providers shall have no liability or obligations to Subscriber, and all limitations and disclaimers of liability imposed on Subscriber's claims, and all indemnification rights provided by this Agreement to Star-Tech, are likewise applicable to Star-Tech's service providers.

**XXII. Miscellaneous.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

End of Terms of Service.

Last Revised: April 10, 2007 <http://www.star-tech.net/Services/legal/TermsOfUse.pdf>