

TERMS AND CONDITIONS

Last updated October 01, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Launch Spectrum LLC ("Company," "we," "us," "our"), a company registered in Florida, United States at 2200 NE 11th St, Hallandale Beach, FL 33009.

We operate the website testimonialstar.com (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Testimonial Star is an innovative web-based platform designed to help users collect, manage, and display video testimonials.

Our services include but are not limited to:

1. **Video Testimonial Collection:** Users can create customizable forms to collect video testimonials from clients and customers.
2. **Dashboard Management:** Users can view and manage video testimonials, create forms, and track activity through an intuitive dashboard.
3. **Testimonial Feeds-** Users can create and customize testimonial feeds, which can then be embedded on third-party websites to showcase collected testimonials.
4. **Branding Customization:** Users can modify the color scheme and branding of forms and testimonial feeds to align with their personal or organizational brand aesthetics.

You can contact us by phone at 561-292-8857, email at support@testimonialstar.com, or by mail to 2200 NE 11th St, Hallandale Beach, FL 33009, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Launch Spectrum LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by support@testimonialstar.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services. We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information and functionalities provided by Testimonial Star ("Services") are not intended for distribution or use by any individual or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or where it would subject Launch Spectrum LLC to any registration requirement within such jurisdiction or country. Consequently, individuals who choose to access the Services from other locations do so at their own initiative and are solely responsible for ensuring compliance with local laws, to the extent that local laws are applicable.

Please note that the Services are not designed to comply with industry-specific regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). Therefore, if your use of the Services involves interactions that would fall under such laws, you are not permitted to use the Services. Additionally, you may not use the Services in any manner that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

Our Intellectual Property

We, **Launch Spectrum LLC** ("**Company**," "**we**," "**us**," or "**our**"), own and operate the **Testimonial Star** service (the "**Service**"). We are the owner or the licensee of all intellectual property rights in our Service, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics within the Service (collectively, the "**Content**"), as well as the trademarks, service marks, trade names, and logos contained therein (the "**Marks**").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Service "**AS IS**" for your personal, non-commercial use or internal business purposes only.

Your Use of Our Service

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Service; and
- Download or print a copy of any portion of the Content to which you have properly gained access,

solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in our Legal Terms, **no part of the Service and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.**

If you wish to make any use of the Service, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: support@testimonialstar.com. If we ever grant you permission to post, reproduce, or publicly display any part of our Service or Content, you must identify us as the owners or licensors of the Service, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Service, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our Service will terminate immediately.

Your Submissions and Contributions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Service to understand the (a) rights you grant us and (b) obligations you have when you post or upload any content through the Service.

Ownership of Your Content

You retain ownership of all content that you submit to the Service, including but not limited to text, writings, videos (including video testimonials), audio, photographs, graphics, comments, reviews, ratings, suggestions, personal information, or other material ("**Contributions**"). We do not claim any ownership rights in your Contributions.

Limited License to Use Your Contributions

By posting your Contributions to or through the Service, you grant us a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display your Contributions solely for the purpose of providing and operating the Service.

This license allows us to:

- Host and display your Contributions on our servers and make them available to you and, where you have chosen to do so, to other users or the public.
- Process your Contributions to provide the functionalities of the Service, such as storing, formatting, and displaying video testimonials as directed by you.
- Improve our Service by analyzing and using aggregated data to enhance user experience and develop new features.

We will **not** use your Contributions for any other purposes without your explicit consent.

Your Responsibilities

By sending us Submissions and/or posting Contributions through any part of the Service, or making Contributions accessible through the Service by linking your account to any of your social networking accounts, you:

- Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Service any Submission or Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.
- Warrant that your Contributions are original to you or that you have obtained all necessary rights and licenses to submit such Contributions, including obtaining consent from third parties where necessary (e.g., video testimonials from your customers), and that you have full authority to grant us the rights in relation to your Contributions as set out in these Legal Terms.
- Warrant and represent that your Contributions do not infringe any third-party intellectual property rights, privacy rights, publicity rights, or any other legal rights.
- Warrant that your Contributions do not contain confidential information and that we are not under any obligation of confidentiality, express or implied, with respect to the Contributions.

Third-Party Content

If your Contributions include testimonials or other content from third parties, you are responsible for ensuring that you have obtained all necessary permissions, consents, and licenses from such third parties to use, display, and distribute their content through our Service.

This includes, but is not limited to:

- Consent to record and use their likeness, voice, and personal information in video testimonials.
- Permission to distribute and display their content through the Service and any platforms where you choose to share it.

Indemnification

You agree to indemnify and hold harmless the Company, its affiliates, and their respective officers, agents, partners, and employees from any loss, damage, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of:

- Your Contributions.
- Your use of the Service.
- Your breach of these Legal Terms.
- Your violation of the rights of a third party, including but not limited to intellectual property rights.
- Any harmful act toward any other user of the Service with whom you connected via the Service.

We May Remove or Edit Your Content

Although we have no obligation to monitor any Contributions, we reserve the right, in our sole discretion, to:

- Remove or edit any Contributions at any time and for any reason without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Legal Terms.
- Suspend or disable your account if you violate these Legal Terms.
- Report you to the appropriate authorities if your Contributions violate applicable laws.

Feedback and Submissions

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Service ("Submissions"), you agree that:

- We may use such Submissions without acknowledgement or compensation to you.
- You assign to us all intellectual property rights in such Submissions.
- We shall own these Submissions and be entitled to their unrestricted use and dissemination for any lawful purpose, commercial or otherwise.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the "COPYRIGHT INFRINGEMENTS" section below.

3.USER REPRESENTATIONS

- All registration information you submit is true, accurate, current, and complete.
- You will maintain the accuracy of this information and promptly update it as necessary.
- You have the legal capacity to enter into these Terms and you agree to comply with them.
- You are not a minor in the jurisdiction in which you reside.
- You will not access the Services through automated or non-human means, including bots, scripts, or similar methods.
- You will not use the Services for any illegal or unauthorized purposes.
- Your use of the Services will not violate any applicable law or regulation.
- If you provide any information that is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

To access and use the Testimonial Star Services, you may be required to register for an account. By registering, you agree to keep your password confidential and acknowledge that you are responsible for all activities that occur under your account and password.

We reserve the right to remove, reclaim, or change any username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- Cash App Pay

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

All payments are processed through Stripe, a secure third-party payment gateway, to ensure your financial information is handled with the utmost security.

6. SUBSCRIPTIONS Billing and Renewal

Your subscription will continue and automatically renew unless canceled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

Free Trial

We offer a 14-day free trial to new users who register for the Testimonial Star Services. During the trial, your account will not be charged, and the subscription will remain suspended until you decide to upgrade to a paid version.

If you do not subscribe to a paid plan upon the expiration of the free trial, you will lose access to the Service. Additionally, if you do not commit to a paid plan within one month after the expiration date of the trial, all user data, including video testimonials and related content, will be permanently deleted, and there will be no way to restore this data.

Cancellation

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at support@testimonialstar.com.

Fee Changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

7. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use features, functions, operation, or maintenance of the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, Python, Ruby, Java, TypeScript, Swift, Kotlin, Go, C#, Rust, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of Me software comprising or in any way making up a part of the Services
- Except as may be the result of standard search engine or Internet browser usage, use launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

8. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

9.CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10.SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all tiles and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

11.PRIVACY POLICY

We care about data privacy and security.

By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

12.COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material

addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

13. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

15. GOVERNING LAW

These Legal Terms and your use of the Testimonial Star Services are governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be fully performed within the State of Florida, without regard to its conflict of law principles.

16. DISPUTE RESOLUTION Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

The arbitration shall be initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available on the AAA website. You agree that any arbitration fees and your share of the arbitrator's compensation shall be governed by the AAA Consumer Rules, which may limit the fees based on the specifics of the dispute.

The arbitration may be conducted in person, through the submission of documents, by phone, or through online means, as agreed upon by the Parties. The arbitrator will provide a written decision, but is not required to explain the reasons unless specifically requested by either Party. The arbitrator must adhere to applicable law, and any award may be challenged if it fails to do so.

Unless otherwise required by applicable AAA rules or law, the arbitration will take place in Broward County, Florida. The Parties may file a lawsuit in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the arbitrator's award.

If, for any reason, a Dispute proceeds in court rather than through arbitration, the Dispute shall be filed or prosecuted in the state and federal courts located in Broward County, Florida. The Parties hereby consent to and waive all defenses against personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) is excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be initiated more than one (1) year after the cause of action arose. Should any portion of this arbitration provision be found to be illegal or unenforceable, the remaining portions shall continue in full effect, and the Parties agree that any Dispute falling within the unenforceable portion shall be decided by a court of competent jurisdiction within the previously mentioned courts, to which the Parties consent and submit to the personal jurisdiction.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or

unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

18. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SERVICES OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS;
- PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES;
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; AND/OR
- ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. LIMITATIONS OF LIABILITY

IN NO EVENT WILL LAUNCH SPECTRUM LLC, OR OUR DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$200.00 USD.

CERTAIN U.S. STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Launch Spectrum LLC, including our subsidiaries, affiliates, and all respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- Your Contributions;
- Your use of the Services;
- Your breach of these Legal Terms;
- Any breach of your representations and warranties set forth in these Legal Terms;
- Your violation of the rights of any third party, including, but not limited to, intellectual property rights; or
- Any overt harmful act toward any other user of the Services with whom you interacted.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will make reasonable efforts to

notify you of any claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

21. USER DATA

We will maintain certain data that you transmit to the Testimonial Star Services for the purpose of managing and optimizing the performance of the Services, as well as data related to your usage of the Services. While we conduct regular routine backups of data, you acknowledge that you are solely responsible for all data you transmit or that pertains to any activities you undertake using the Services.

You agree that Launch Spectrum LLC shall have no liability to you for any loss or corruption of such data, and you hereby waive any right of action against us arising from any loss or corruption of your data.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By visiting the Testimonial Star Services, sending us emails, and completing online forms, you are engaging in electronic communications. You consent to receive electronic communications from us and agree that all agreements, notices, disclosures, and other communications we provide to you electronically—via email and through the Services—satisfy any legal requirement that such communications be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AS WELL AS TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You waive any rights or requirements under any applicable statutes, regulations, rules, ordinances, or laws in any jurisdiction that impose a requirement for an original signature or for the retention or delivery of non-electronic records, as well as any stipulations regarding payments or the granting of credits by means other than electronic methods.

23. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

24. MISCELLANEOUS

These Legal Terms, along with any policies or operating rules posted by Launch Spectrum LLC on the Testimonial Star Services, constitute the entire agreement and understanding between you and us regarding your use of the Services. Our failure to exercise or enforce any right or provision of these Legal Terms shall not be deemed a waiver of such right or provision. These Legal Terms shall be enforced to the fullest extent permissible by law.

We reserve the right to assign any or all of our rights and obligations under these Legal Terms to others at any time without notice. Launch Spectrum LLC shall not be liable for any loss, damage, delay, or failure to act caused by circumstances beyond our reasonable control.

If any provision or part of a provision of these Legal Terms is found to be unlawful, void, or unenforceable, that provision or portion shall be deemed severable from these Legal Terms, and the validity and enforceability of the remaining provisions shall not be affected.

The relationship between you and Launch Spectrum LLC is not one of joint venture, partnership, employment, or agency as a result of these Legal Terms or your use of the Services. You agree that these Legal Terms shall not be construed against us solely based on our having drafted them. You hereby waive any and all defenses you may have relating to the electronic form of these Legal Terms and the absence of signature by either party to execute these Terms.

25. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

testimonialstar.com

2200 NE 11th St, Hallandale Beach, FL 33009

Phone: 5612928857

support@testimonialstar.com