



Terms of Service

Welcome to the College Starter website. The following Terms of Service apply when you use services offered through College Starter.

Definitions

In this document:

1. “Customer”, “Client”, “You”, or “Yours” means and refers to you and / or any other person accessing or interacting with the website on your behalf.
2. “College Starter”, “Company”, “We” or “Our” means and refers to College Starter, LLC.
3. “Services” refers to any services, products, features, or content offered for free or for purchase through the College Starter.
4. “User Content” means any user-supplied content on the Website including but not limited to comments, essays, survey responses, or meeting notes submitted to the website by you or a third party.

College Starter provides a variety of services, both online and offline, designed to improve the overall academic experience of our users.

Age and Residence Requirements; U.S. Jurisdiction

The Services are available to individuals aged 13 and over. If you are between the ages of 13 and the age of majority where you live, you must review these Terms of Service with your parent or guardian to confirm that you and your parent or guardian understand and agree to it. All financial transactions will be processed in U.S. dollars. The Services are not intended for distribution or use in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject College Starter to any registration requirement within such jurisdiction or country. By using this site, you certify that you are not on any list of restricted persons with whom it is unlawful for a U.S. company to do business. College Starter operates the majority of its Services in the United States. College Starter makes no representations or warranties that the Services are appropriate for use or access in other locations. Anyone using or accessing the Services from other locations does so on their own initiative and is responsible for compliance with United States and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Services and/or the provision of any content, program, product, service or other feature to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.



Use Restrictions

Your permission to use the website is conditioned upon the following Use Restrictions and Conduct Restrictions for noncommercial use only. You agree that you will not under any circumstances:

Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;

Use the website for any unlawful purpose or for the promotion of illegal activities;

Harass, abuse or harm another person or group, or attempt to do so;

Interfere or attempt to interfere with the proper functioning of the website;

Make any automated use of the website, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;

Bypass any measures we take to restrict access to the website or use any software, technology, or device to scrape, spider, or crawl the website or harvest or manipulate data; or

Publish or link to malicious content intended to damage or disrupt another user's browser or computer.

Publish, link, share, or otherwise distribute material that would violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any party

Links to Other Sites and/or Materials

On the website, College Starter may provide you with links to third party website(s) as well as content or items belonging to or originating from third parties (collectively "Third Party Content"). College Starter has no control over Third Party Content or the promotions, materials, information, goods, or services available through such Third-Party Content. Such Third-Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third-Party Content accessed through the website or any Third Party Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Content does not imply approval or endorsement thereof by College Starter. If you decide to leave the website and access the Third-Party Content, you do so at your own risk and you should be aware that our terms and policies do not govern such use.

Intellectual Property



The website and associated services are owned and operated by College Starter. Unless otherwise explicitly specified by College Starter, all materials that are included in or otherwise a part of the website, including past, present, and future versions, domain names, source and object code, the text, site design, logos, graphics, and guides, as well as the selection, assembly and arrangement thereof and the “look and feel” of the Services (collectively, “College Starter Content”), are owned, controlled, or licensed by College Starter or College Starter’s third party partners. College Starter Content is protected from unauthorized use, copying and dissemination by copyright, trademark, patent, and other laws, rules, regulations, and treaties. *Any unauthorized use of College Starter Content is prohibited.*

Academic Integrity

We do not condone or knowingly take part in plagiarism or any other acts of fraud. Neither the company nor its employees / contractors shall be liable for any illegal, unethical, or otherwise wrongful use of the Essays or other content from our website. This includes rejection, rescindment, deferral, academic probation, loss of scholarships / titles / awards / prizes / grants / positions, lawsuits, suspension, or any other disciplinary or legal actions.

You agree to abstain from improper, unethical, inappropriate and / or illegal use of the material and are solely responsible for any and all disciplinary actions arising from your use of the Website and Services.

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COLLEGE STARTER WEBSITES AND SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COLLEGE STARTER AND ITS SUBSIDIARIES, DIRECTORS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS AND THIRD PARTY LICENSORS OF CONTENT SOLD THROUGH COLLEGE STARTER (COLLECTIVELY THE “COLLEGE STARTER PARTIES”) SPECIFICALLY MAKE NO REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO (A) THE COLLEGE STARTER WEBSITES OR THE SERVICES; (B) THE COLLEGE STARTER CONTENT; (C) USER CONTENT; AND/OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COLLEGE STARTER OR VIA THE SERVICES. IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COLLEGE STARTER PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF



MERCHANTABILITY, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, AND SYSTEM.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COLLEGE STARTER PARTIES SPECIFICALLY DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER, NETWORK OR OTHER SOFTWARE AND EQUIPMENT THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COLLEGE STARTER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT OF ITS PRODUCTS, WEBSITES OR SERVICES, OR REGARDING THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, USEFULNESS OR OTHERWISE, UNLESS SPECIFICALLY SET OUT ON THE SERVICES. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COLLEGE STARTER PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COLLEGE STARTER PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES.

BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICES. THIS "DISCLAIMERS" SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF YOUR RELATIONSHIP WITH COLLEGE STARTER.

LIMITATIONS OF LIABILITY, WAIVER

IN NO EVENT SHALL THE COLLEGE STARTER PARTIES BE LIABLE FOR ANY INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES RELATED TO: (A) THE SERVICES; (B) THE COLLEGE STARTER CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITE; (E) ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COLLEGE STARTER PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE; (F) ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICES' TECHNICAL OPERATION; OR (H) ANY DAMAGE THAT RESULTS FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS DAMAGES TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION,



COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE COLLEGE STARTER PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLEGE STARTER PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNTS PAID BY YOU, IF ANY, TO COLLEGE STARTER IN THE PAST SIX MONTHS, OR \$250, WHICHEVER IS GREATER. THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE COLLEGE STARTER PARTIES' OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE COLLEGE STARTER PARTIES' LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE COLLEGE STARTER PARTIES, OR FOR THE COLLEGE STARTER PARTIES' GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT. THIS SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF YOUR RELATIONSHIP WITH COLLEGE STARTER.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COLLEGE STARTER PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER COLLEGE STARTER CONTENT OWNED OR CONTROLLED BY THE COLLEGE STARTER PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER COLLEGE STARTER CONTENT OWNED OR CONTROLLED BY THE COLLEGE STARTER PARTIES.

BY ACCESSING THE COLLEGE STARTER SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnity



To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless the College Starter Parties from and against any and all loss, liability, damages, judgments, claims, demands, costs, investigations, settlements, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or directly or indirectly relating to (a) your User Content; (b) your use of the Services or activities in connection with the Services; (c) your breach or anticipatory breach of these Terms of Service; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the College Starter Parties' use of your information or User Content as permitted under these Terms of Service, the Privacy Policy, or any other written agreement between you and College Starter. You will cooperate as fully required by the College Starter Parties in the defense of any claim. The College Starter Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the College Starter Parties. These indemnity obligations shall survive any expiration or termination of your relationship with College Starter.

Miscellaneous

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THE TERMS OF SERVICE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS.

Master Services Agreement

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client

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- B. The Consultant is agreement to providing such consulting services to the Client
- C. The Client agrees to engage the Consultant to provide the Client with the following consulting “Services”): College Counseling
- D. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant agrees to provide such Services to the Client.
- E. Confidential information (the Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or Proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected cause harm to the Client.
- F. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- G. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.
- H. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that the Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.
- I. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant’s absolute discretion, engage a third-party sub-contractor to perform some or all the obligations of the Consultant under this Agreement. In the event that the Consultant hires a sub-contractor, the Consultant will pay the sub-contractor for it services and the Compensation will remain payable by the Client to the Consultant. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.
- J. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arising out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and



permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination this Agreement.