

## WEBSITE TERMS OF USE

Date: December 27, 2016

This Agreement (“Agreement”) is between you (“User”) and RS Stock, LLC (“Company”). In consideration of the right to access and use the Company’s Website located at [www.theracherstarr.com](http://www.theracherstarr.com) and related sites (“Website”), User agrees to the terms and conditions of use set forth in this Agreement. User’s continued use of the Website indicates User’s willingness to be legally bound by the terms and conditions of this Agreement as set forth below.

### **1. COVENANT TO READ AGREEMENT**

User acknowledges that User has read the terms and conditions of use and accepts the terms thereof. **USER AGREES TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OR SUBSCRIBING TO THE WEBSITE.** If User does not agree to these terms and conditions of use, User may not access or otherwise use the Website.

A. **You must be eighteen (18) years or age or over to register as a member of the Website, to view any Member-Only content and/or to join the Email/Contact List on the Website.** Membership in the Website is void where prohibited by law. By using and/or viewing this site, you represent and warrant that you have the right, authority, and capacity to enter into this agreement and to abide by all of the terms and conditions of this agreement and that you are at least eighteen (18) years old, that you wish to have access to visual images, verbal and written descriptions and audio sounds of a sexually oriented and/or and frankly erotic nature. Some materials which are available within this site may include graphic visual depictions and descriptions of nudity and sexual activity and should not be accessed by anyone who is younger than eighteen (18) years old or who is offended by such materials or who does not wish to be exposed to such materials.

### **2. COMPANY’S CONTROL OVER WEBSITE**

A. The Company has the right, but not the obligation, to monitor the use of the Website and its content and, except as otherwise provided in this Terms of Use Agreement or the Company’s Privacy Policy. User agrees that the Company may freely use and disclose any information and/or materials received from the User or collected through User’s use of the Website for any lawful reason or purpose.

B. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website.

C. The Company reserves the right at all times to disclose any information (including information about Website Users and/or Members) as necessary to satisfy any law, regulation or government request.

D. The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Terms of Use Agreement or the Company's Privacy Policy, in whole or in part, at any time. Notification of changes in the Terms of Use Agreement or Privacy Policy will be posted on the Website. Amendments to this Terms of Use Agreement and/or the Company's Privacy Policy will take effect immediately upon being posted to the Website, and User's continued use of the Website constitutes User's acceptance thereof.

E. The Company may change, suspend or discontinue any aspect of the Website at any time, including, but not limited to, content, database, hours of availability, and equipment needed for access or use.

F. The Company may also impose limits on certain features and services or restrict User's access to parts or the entire Website without notice or liability.

### **3. INTELLECTUAL PROPERTY RIGHTS**

A. The Website is protected by the intellectual property laws of the United States, including trademark and copyright laws and international conventions. The Company's trademarks, logos, slogans, and/or other distinctive designs are protected by the state, national, and international laws of trademark, trade dress, and unfair competition.

B. All materials contained within the Website (the "Content"), including specifically all photography and video content, are protected by copyright, and are owned or controlled by Company or the party credited as the provider thereof. User will abide by any and all intellectual property notices, including copyright notices, information, or restrictions contained in any Content on the Website. Any content created by a party other than the Company will, as legally required, have certified that the content submitted are of individuals 18 years of age or older and all primary producers have certified that they have complied with 28 C.F.R. 75 thereby exempting Company from the record keeping requirements of 18 U.S.C. 2257(a)-(c).

C. User MAY NOT download and make copies of the Content and other downloadable items displayed on the Website for any use. Copying or storing of any Content is expressly prohibited without the prior written consent of the Company or the copyright holder identified in the individual Content's copyright notice.

### **4. PRIVACY AND DISCLAIMERS**

Use of the Website is subject to the terms of the Privacy Policy and Disclaimers incorporated herein by reference. By accessing and using the Website, User agrees to all Terms of Use, Privacy and Disclaimers and other Notices and Policies of the Company.

### **5. USER'S COVENANTS**

By accessing and using the Website, User represents warrants and covenants that:

- A. User is at least eighteen (18) years of age;
- B. User shall not upload post or transmit to or distribute or otherwise publish through the Website, including but not limited to, any materials which (i) Restrict or inhibit any other user from using and enjoying the Website, (ii) Are unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize, or infringe the rights of third parties, including, but not strictly limited to, copyright, trademark, patent, rights of privacy or publicity or any other proprietary rights, (v) contain any viruses, Trojan horses, worms, time bombs, cancel bots, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (vi) Contain any information, software or other material of a commercial nature, (vii) Contain advertising of any kind, or (viii) Constitute or contain false or misleading indications of origin or statements.
- B. User shall not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any business being conducted on the Website. User shall not take any action which imposes an unreasonable or disproportionately large load on the Website's infrastructure (e.g., the sending of mass e-mail or junk mail, known as "Spamming").
- C. User shall not disclose to or share User's Member or Account number or password with any third parties or use the password for any unauthorized purposes.
- D. User shall not link to the Website in any manner that would bypass the Website's home page. User shall not "frame" the Website or any portion thereof.

## 6. USER'S ACKNOWLEDGMENTS

- A. User acknowledges that the Company may use any communications made through the Website for any lawful purpose, subject to the Company's Privacy Policy. User shall not be entitled to any payment or royalties from Company in the event that Company uses any such Communications.
- B. User acknowledges that transmissions to and from this Website are not confidential and any of User's Communications may be read or intercepted by others.
- C. User acknowledges that any reliance upon any opinion, advice, statement, memorandum, information, or other material contained in the Website or any of its links shall be at User's own risk.
- D. User is responsible for any and all fees, taxes, and expenses which may be incurred through the use of this Website or as the result of the purchase of

products/services from within it.

## 7. **DISCLAIMERS**

A. The Website may contain links and pointers to other World Wide Web Internet sites, resources, and sponsors of the Website. Links to and from the Website to other third party sites, maintained by third parties, do not constitute an endorsement by Company or any of its subsidiaries or affiliates of any third party resources, or their contents. Company has no control, input or influence over how any third party website is operated.

B. The Company does not represent or endorse the accuracy or reliability of any advice, opinion, or other information displayed or distributed through the Website.

C. No third party user content shall be permitted on the Website and the Company is not responsible nor liable for any user content.

D. The Company disclaims any and all responsibility for content contained in any third party materials provided through links on the Website.

E. The Company shall not be liable for any problems caused by you supplying faulty information (such as the wrong email address or wrong delivery address) or due to your failure to make any particular specification with regard to a delivery address.

F. No statements made in these terms or on this Web Site shall be deemed to affect the statutory rights of a consumer which cannot be restricted or excluded currently under the law.

G. Every effort is made by the Company to ensure that the Website is correct. In the event of any errors on the Website, the Company will endeavor to address and correct same as quickly as possible from the time of being made aware of the situation.

## 8. **PURCHASE OF PRODUCTS THROUGH THE WEBSITE**

A. Limitation of Liability. The Company's sole responsibility and liability for goods and services offered through the Website, whether offered by the Company or third parties, is to refund the purchase price.

B. Users may order Products on the Website on the Company's Products Page. When a User places an Order through the Website, the Company will confirm acceptance of any order by email to the email address supplied by the User and the sending of this email, whether or not the same is received by the User, is confirmation of the details of the Order and of the contract between the User and us for the purchase of the Product. Please make sure you provide us with your correct email address and ensure that your email is in full working order.

C. Every effort is made by the Company to ensure that Product Orders placed

through the Website are handled correctly. In the case of errors, we will endeavor to remedy, replace or refund goods as quickly as possible from the time of being made aware of the situation.

D. It is the responsibility of the User/Customer to immediately notify the Company if there are any delivery problems or if the goods ordered are unfit for purpose, not as described on the Web Site or not of satisfactory quality. Customers may send an email to [customerservice@therachelstarr.com](mailto:customerservice@therachelstarr.com)

E. **Return/Exchange Policies.** The following are the Company's Product Return and Exchange Policies:

1. 100% Customer satisfaction is our goal! If you are not happy with the Product you purchased, please contact us in order that we can discuss the issue with you and resolve the matter to your satisfaction!

2. Products can be returned to the Company for a refund or exchange if the Product is damaged upon your receipt, or, in the case of a DVD purchase, the DVD does not function or play properly or if you are simply not satisfied with your purchase. Customers who desire to communication with the Company concerning a Product and/or to arrange for a Product return, should contact the Company at the email address set forth above and explain what Product you ordered, what your complaint or issue is with the Product, and how you would like to resolve the issue (i.e. exchange or refund). The Company will respond to your inquiry within three (3) business days and will make arrangements with you directly to resolve your refund and/or exchange.

F. **Shipment of Ordered Products.** We want to deliver your Products as soon as possible so you can enjoy them! Most of our Products will be shipped to you within 3-5 business days. Special, Personalized Products may take up to ten (10) business days to ship to you (so Rachel Starr can write you a personal note and message!). Once your Product ships, we will send you an email confirming the shipment date and providing you with a tracking number for your shipment.

## 9. **DISCLAIMER OF WARRANTY**

THIS WEBSITE IS PROVIDED "AS IS." USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE USE OF THE WEBSITE AND ALL ITS CONTENTS IS AT USER'S SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE, REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE OR THAT THE WEBSITE WILL MEET USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ILLEGAL, TORTIOUS OR INFRINGING CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR WITH ANY OF COMPANY'S TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE

THE WEBSITE CONTAINS LINKS AND POINTERS TO OTHER WORLD WIDE WEB INTERNET SITES, RESOURCES AND SPONSORS OF THE WEB SITE. LINKS TO AND FROM THE WEBSITE TO OTHER THIRD PARTY SITES, MAINTAINED BY THIRD PARTIES, DO NOT CONSTITUTE AN ENDORSEMENT BY COMPANY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OF ANY THIRD PARTY RESOURCES, OR THEIR CONTENTS.

#### 10. **INDEMNIFICATION**

To the extent permitted by applicable law, User agrees to indemnify and hold harmless, and upon Company's request, defend, Company, its directors, officers, employees, independent contractors and agents (each a "Company Indemnified Party") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorney's fees and court costs (collectively, "Losses"), incurred by a Company Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement; (ii) any claims that you have violated or infringed any third party intellectual property or proprietary rights including but not limited to any metadata, related trademarks and logos, or images and other materials that You provide to the Company under this Agreement; or (iii) Your use of the Company's Software or services.

#### 11. **DISPUTE RESOLUTION AND CHOICE OF LAW**

This Agreement shall be governed by the procedural and substantive laws of the United States and the State of Texas, notwithstanding any otherwise applicable choice or conflict of law provisions to the contrary. In the event that the parties cannot negotiate a resolution of any dispute, then the parties agree to submit their dispute to mediation, and then to arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of any mediation or arbitration shall be Dallas, Texas. The prevailing party in any arbitration shall be entitled to reasonable attorney's fees and expenses.

#### 12. **EQUITABLE RELIEF**

Notwithstanding the foregoing, User acknowledges that the performance of its obligations hereunder and the rights and licenses assigned to Company hereunder may be of a unique, unusual, extraordinary and intellectual character which could give them a special value, the loss of which may not be reasonably or adequately compensated in damages in an action at law, that a breach by User of this Agreement may cause Company great and irreparable injury and damage and, therefore, while expressly reserving all of Company's rights and remedies hereunder, Company will be entitled to seek injunctive relief to prevent such injury or damage.

13. **UNENFORCABILITY OF PROVISIONS**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14. **NOTICES.** Any Notices or Complaints that a User desires to submit to the Company shall be submitted as follows:

By email: [webmaster@therachelstarr.com](mailto:webmaster@therachelstarr.com)

By mail: Webmaster  
c/o RS Stock, LLC  
4848 Lemmon Ave  
Suite 808  
Highland Park, TX 75219-1400

15. By using the Website, User consents to this Agreement and the Website Terms of Use and Privacy Policy as if the User had entered into and signed a contract with the Company. The Company's Terms of Use and Privacy Policy shall be deemed to be valid and enforceable under the Uniform Electronic Transactions Act as well as US ESign Act of 2000 as the original signature.

16. **NOTICE OF COPYRIGHT INFRINGEMENT UNDER THE "DIGITAL MILLENNIUM COPYRIGHT ACT" (DMCA)**

The Company does not permit Users to upload photographs, video or other content to the Website and the Company does not tolerate copyright infringing activities on the Website. However, if you are a copyright owner or an agent for such owner and believe that any Content on the Website infringes upon your copyrights, you may notify us by providing the following information in writing (sent to the address set forth below):

a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;

b. Identification of the location where the original or an authorized copy of the copyrighted work exists;

c. Identification of the material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit the Company to locate the same;

d. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;

e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

RS Stock, LLC  
General Counsel's Office  
c/o Cami Boyd Law PLLC  
8105 Rasor Blvd., Suite 100  
Plano, Texas 75024

By Email: [cboyd@camiboydlaw.com](mailto:cboyd@camiboydlaw.com)

If you fail to comply with all of the requirements above, your notice may not be valid.

The Company may update, amend, or modify the Website Terms of Use at any time, without notice to User.