

FIVE STAR REGISTRATION SYSTEM, LLC PRIVACY POLICY

Five Star Registration System, LLC, an Ohio limited liability company (“we”, “us”, or “our”) thanks you for accessing and using one of our websites, *gofivestar.org*, *go5star.org*, or *gofivestar.us* (each individually referred to herein as the “Site”). This Privacy Policy (this “Policy”), along with the Terms of Use located at <https://www.gofivestar.org/terms-of-service/> (the “Terms of Use”), governs your use of the Site, the services provided by us through the Site (including, without limitation, various cloud-based services) (collectively, the “Services”), and the manner in which we collect, use, maintain, and disclose data and information (the “Information”) provided, collected, or inputted by you and other visitors and users of the Site (each individually, a “User” and collectively, the “Users”). We respect your privacy and will take reasonable steps to protect the Information we receive and collect from you when you use the Site. By accessing the Site, you agree to comply with and be bound by the terms and conditions of this Policy and the Terms of Use.

We contract with child care centers to provide a private, confidential Information repository for and conduit between our child care center clients and the parents and guardians who utilize their services. The purpose of our Services is to streamline and simplify the gathering, storage, and retrieval of critical and necessary Information for our child care center clients and the parents and guardians who utilize their services, thereby enhancing the level of our clients’ service offerings and customer relationships. In this respect, the Users of the Site (including, without limitation, the parents and guardians who elect to utilize the services of our child care center clients) may provide Information to us as required by such child care center clients. We do not require a User to provide us with Information. Each User using the Services provided by us are responsible for ensuring that he or she meets the qualifications of an authorized User, as determined by our child care center client that he or she selected. Each User is responsible for ensuring the accuracy and completeness of all Information he or she supplies to us.

1. **Scope.** This Policy describes the types of Information that we collect from you as a User of the Site and how we use, maintain, handle, and disclose such Information, including with whom we may share such Information. This Policy does not apply to any website, product, or service of any third party, even if any such website, product, or service links to (or is linked from) the Site. By accessing and/or using the Site, you expressly consent, represent, and warrant to us that you and the end user of the Site consents to our collection, use, maintenance, handling, and retention of the Information submitted to the Site. Your access and use of the Site are also governed by the Terms of Use. If you do not agree with the terms and conditions of this Policy and the Terms of Use, you should delete all Cookies (as hereinafter defined) from your browser cache after visiting the Site and should not access, visit or use the Site again. Your continued access and/or use of the Site signifies and shall be deemed your acceptance of this Policy and the Terms of Use. We reserve the right to modify, amend or change this Policy from time to time, at our sole discretion.

2. **Information We Collect.** We may collect Information from Users in a variety of ways, including, without limitation, when Users visit or access the Site, register or log-on to the Site, place an order, respond to a survey, fill out a form, or participate in any other activities, services, features or resources we make available on the Site.

The type and nature of the Information we may collect from you when you visit, access or use the Site includes, without limitation, the following: (a) personal identifying information voluntarily provided by you when you sign up for an account or subscription with us, including, without limitation, your name, user identification, phone number, mailing address, email address, job title, job function, job level, company name, social security number, password, and credit card information; the name, phone number, mailing address, email address, and social security number of other responsible parties; and the name, phone number, mailing address, email address, social security number, and personal and health information of your child or ward (collectively, the “Personal Information”); (b) contract information; (c) client and client service communications that are reported to us about the operation of the Site; (d) technical information, including, without limitation, the User’s browser or domain name, the User’s internet protocol address, the name of the web page from which the User entered the Site, the locations the User visits within the Site, the amount of time the User spends on each page of the Site, the type of computer used to access the Site, information relating to the User’s means of connecting to the Site (e.g., the operating system used, the internet service provider used, and other similar information) and other Information acquired through the use of Cookies (as defined herein below); and (e) other content that is collected from or stored by you on the Site, including, without limitation, any Information you may provide. Additionally, when you contact us for support or other client service requests, we may create and maintain support tickets and other records related to the requests, including any information provided by the User related to such support or service requests. We may also collect call recordings related to support and client service-related calls.

You or any other User may always refuse to provide Information to the Site, including, without limitation, Personal Information; provided, however, that such refusal may prevent you or such other User from engaging in certain services or activities otherwise available on the Site.

3. **Use and Retention.**

(a) **Provide Services to Our Clients.** We use the Information collected from you and other Users of the Site to provide the Services to our clients. In this respect, our use of the Information includes, without limitation, gathering, collecting, and storing Information (including, without limitation, Personal Information) provided by and forms containing Information (including, without limitation, Personal Information) populated by a User and providing access and distributing such Information and such forms to our child care center client selected by such User.

(b) **Operate Our Site.** We use the Information collected from you and other Users of the Site to operate the Site. In this respect, our use of the Information includes, without limitation,: (i) responding to our clients’ requests (e.g., payment processing, registration to our payment portal, porting in the end User’s Personal Information, etc.); (ii) providing client service (e.g., resolving problems with our clients’ accounts and profiles or the Site); (iii) promoting the use of our Services; (iv) improving the Site; and (v) providing information about our clients’ accounts.

(c) **Analyze and Aggregate Non-Personal Information.** We use the Information collected from you and other Users of the Site to aggregate non-Personal Information and extracted Information that does not identify specific Users to: (i) analyze the User’s behavior as it relates to access and log-in attempts; (ii) analyze, operate, develop, correct, enhance, and improve the Site

and our Services and offerings; (iii) conduct internal studies, analysis, and reports for the purpose of developing, correcting, enhancing, and/or improving our Services and software programs; and (iv) generally publish samples, examples, and information relating to our Services and software programs.

(d) Prevent Fraud. We use the Information collected from you and other Users of the Site to prevent, detect, and investigate fraud, security breaches, potentially prohibited or illegal activities, enforce our Terms of Use and protect the rights and safety of the Users, the Users' child care provider, and us.

(e) Communicate with You. We use the Information collected from you (including, without limitation, your Personal Information) to contact you to maintain your account, fulfill service requests, and for other purposes authorized by law.

(f) Client Information. Upon request, we may disclose to a client the activities of its authorized Users on the Site, including, without limitation, providing Information provided by authorized Users and collected by us to the client.

(g) Providers. We have relationships with various third party providers to maintain and provide services to us, and do share Information with them in order to obtain and maximize the benefit of such services. These third party providers are all bound by confidentiality agreements that protect the privacy of the Users, must utilize Information solely for providing services on our behalf and are bound to keep any Information (including, without limitation, Personal Information) they receive secure. We do not share, sell, rent or trade Information with third parties for their promotional purposes.

(h) Social Media Features and Widgets. The Site may include social media features and widgets, such as information "share" and interactive features that run on the Site. If you choose to interact with any such features, certain Information may be collected by the Site, including, without limitation, your internet protocol address and the identity of which page you are visiting on the Site, and a Cookie may be necessary to enable the feature to function properly. Such social media features and widgets may be either hosted by a third party, in which case your interactions with such features are governed by the privacy policy of such third party, or hosted directly on the Site, in which case your interactions with such features are governed by this Policy and the Terms of Use.

(i) Advertising. From time to time, we may partner with a third party to either display advertising on the Site or to manage our advertising on other websites. Our third party partner may use technologies, such as Cookies, to gather information about your activities on the Site and other websites to provide you advertising based upon your browsing activities and interests.

(j) Billing. We may, from time to time, use a third party service provider to manage credit card processing of its clients. This service provider is not permitted to store, retain, or use any Information for any reason, except for the sole purpose of credit card processing on our behalf.

(k) **Compelled Disclosure.** We reserve the right to use or disclose Information provided by you if required by applicable law or if we reasonably believe that use or disclosure of Information provided by you is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process.

4. **Disclosure of Information.** Except as provided below, we will not sell, rent, trade or otherwise transfer any collected Information to any third party without your explicit permission, unless we are obliged to do so under applicable laws or by order of the competent authorities. We will provide access to, distribute, and share Information (including, without limitation, Personal Information) provided by and forms containing Information (including, without limitation, Personal Information) populated by a User with our child care center client selected by such User. Further, we may also share your Information with our affiliates and other website providers (e.g., email notification and/or payment processing websites as applicable to your registration) which are providing websites relating to your use of the Site. The registration information that you provide to us may be sent to those providers in order to deliver their websites. Similarly, Information that you provide to those providers may be sent to us in order to operate the Site.

As we continue to develop our business, we may buy or sell subsidiaries or business interests. In such transactions, as well as in the event all or substantially all of our assets are acquired by a third party, Information of our users will generally be one of the transferred business assets. We reserve the right to include your Information, collected as an asset, in any such transfer to a third party. The use of any Information by a third party transferee shall continue to be subject to applicable law. In the event of any such transfer, notice will be posted, and you may elect to discontinue your use of the Site and/or request removal of your Information.

We reserve the right to access, use, preserve or disclose any Information we have access to if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request; (b) enforce our contractual agreements, including, without limitation, investigation of potential violations; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d) protect against imminent harm to the rights, property or safety of us, the Users or the public as required or permitted by law.

5. **Accessing, Reviewing, and Changing Your Personal Information.** You can review and change your Personal Information at any time by accessing your account on the Site. You should promptly update your Personal Information if it changes or becomes inaccurate.

6. **Information Security.** We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of the Information you provide on the Site, including, without limitation, your Personal Information. We will only keep collected Information for as long as reasonably necessary, which determination will be based on several factors, including, without limitation, the original purpose for collecting the Information, the length of time you have an account with or receive Services from us, the length of time you receive services from one of our child care center clients, the length of time the child care center from which you receive service remains a client of ours, the pursuit of our legitimate business interests, the conduct of audits, the compliance with our legal obligations, the resolution of disputes and the enforcement of our agreements. We will only use collected Information for the purposes for which it was collected, to provide Services to you, to comply with our legal obligations

(including, without limitation, any applicable legal or ethical reporting or document retention requirements), to pursue our legitimate business interests, to conduct audits, to resolve disputes and to enforce our agreements. We will limit access to your Personal Information to specific employees, contractors and agents who have a reasonable need to access your Personal Information.

We store Personal Information using generally accepted encryption, firewalls and other data-storage technology (including, without limitation, User authentication and verification procedures). We cannot guarantee that any Information is totally secure. Although we review our encryption, data storage, data processing practices and security measures from time to time, third parties may unlawfully access, intercept or otherwise become aware of Information or private communications. We do not represent or warrant that the Site is protected from such unlawful interception or other harmful events, such as computer viruses, malware, data mining and security or privacy threats. We are not responsible for intercepted Information sent via electronic means, including, without limitation, e-mail or e-commerce transactions. You hereby release us and our officers, directors, members, managers, employees, agents and assigns from any and all claims, actions, liabilities, damages, costs and expenses arising out of or relating to the use of Information intercepted or accessed by third parties in an unauthorized or unlawful manner.

7. **Tracking Technology.** An internet tracking cookie (or HTTP cookie), tag, script, or web beacon is a small piece of text or code stored on a User's device by a web browser (such as Internet Explorer®, Apple® Safari®, Google® Chrome®, or Mozilla® Firefox®) (each individually, a "Cookie" and collectively, the "Cookies"). We may also use a third party tracking utility partner to gather certain Information automatically and store it in log files. Web pages (like those incorporating the Site) use Cookies and tracking Information for authentication, session navigation tracking, analyzing trends, administering the Site, gathering demographic information and storing Site preferences. We may use Cookies to better serve you when you return to the Site. If you do not want to enable the Site to place Cookies on your computer, you can adjust your web browser's security settings to block Cookie placement. You can also adjust your web browser settings to notify you when your computer receives a Cookie, which gives you a chance to decide whether or not to accept the Cookie before it is placed on your device. If you decide not to accept a Cookie from the Site, you may not be able to use all of the features of the Site.

8. **Third-Party Site Links.** We may provide HTML links to third party websites. We are not related to or affiliated with the third parties to whom we provide such links, and we are not responsible for the content, accuracy or privacy practices of the websites to which such HTML links are directed. You should be aware that if you follow such a link to another third party website, that site is not subject to this Policy, and we have no control over the use of Information disclosed on such sites. We are not responsible for the privacy practices or content of such other sites. This Policy applies only to the Site and not to any third party websites, web pages or domains operated by third parties. As a general rule, you should always consider checking the privacy policies of third party websites before submitting Information to such websites.

9. **Governing Law; Individual Nature of Claims.** This Policy is governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflict of laws. All claims, disputes and disagreements arising under or relating to this Policy shall be submitted to and settled by binding arbitration in Columbus, Ohio. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the

American Arbitration Association. The parties agree to be bound by the arbitrators' decision, and they further agree that a judgment upon the award may be entered in any court of competent jurisdiction. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, TRIAL BY JUDGE OR CLASS ACTION OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THESE TERMS, ANY OF THE RELATED DOCUMENTS, AND/OR DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THESE TERMS.**

10. **Changes to this Policy.** We reserve the right to modify, amend, or change this Policy at any time, at our own discretion. If we modify, amend or change this Policy, we will adjust the "Last Modified" date at the bottom of this Policy and post such modified, amended or changed Policy on the Site. For this reason, you should check the Policy each time you use or visit the Site to keep informed of any modifications, amendments or changes to this Policy. Your continued access and/or use of the Site after such modification, amendment or change will constitute your: (a) acknowledgment of the modified Policy; and (b) your agreement to abide and be bound by this Policy, as modified and amended.

11. **Children.** The Site is not intended for use by children under eighteen (18) years of age, and we do not knowingly or intentionally collect Information from children under eighteen (18) years of age. If you believe that we have collected Information from a child under eighteen (18) years of age, please contact us so that such Information may be deleted. Notwithstanding, the nature of the industry we are in, Services we provide, and clientele with which we contract dictates that the Site gathers, collects, and stores Information (including, without limitation, Personal Information) of or relating to children under eighteen (18) years of age.

12. **Contact Us.** If you have any questions, you may contact us at info@gofivestor.org, or using the "contact us" form on the Site.

13. **Acceptance.** By accessing and/or using the Site, you signify your acceptance of this Policy. If you do not agree to this Policy and the terms and conditions hereof, you should not access or use the Site. Your continued access and/or use of the Site following the posting of modifications, amendments or changes to this Policy will be deemed your acceptance of those modifications, amendments or changes.

Last Modified: May 6, 2019