

Terms of Use

Last Updated: January 15, 2025

Please read carefully. These Terms of Use (“Terms”) set forth important details about your relationship with us, including the rights you grant to us, restrictions on how you can use the website or mobile application (<https://www.star-resources.com/>, or “Site”), and our agreement to resolve disputes via binding arbitration without resort to class action litigation.

All visitors to and users of any aspects of the Site (collectively, “Users”) are bound by these Terms. By signing in or registering to use the Site, you accept all the provisions of these Terms. If you are unwilling to be bound by these Terms, you should not access, use, register for, or purchase merchandise from the Site.

Note that we offer a wide range of products and services, and sometimes additional terms and conditions may apply, in which case you will be notified of such additional terms and conditions.

Definitions

Site

“Site” refers to <https://www.star-resources.com/> and all content, services, and functionality available through it.

Users

All visitors to and users of any aspects of <https://www.star-resources.com/>

User Content

Any reviews, information, content, data, text, links to third party websites, User profile information, sounds, photographs, graphics, video, messages or other materials uploaded or made available via <https://www.star-resources.com/> by or on behalf of any User

Marks

All trademarks, service marks, and trade names that appear on <https://www.star-resources.com/>

Company Content

Content included on <https://www.star-resources.com/>, including images, illustrations, designs, icons, photographs, video clips and written and other materials

Eligibility

The Site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years

of age, do not access, use, register or purchase merchandise on the Site. In the event we become aware you are under 18, we will terminate your registration. Some merchandise offered for sale on the Site may be restricted for sale to persons of a certain age (depending on the state or jurisdiction of residence) and we will require you to submit or provide valid proof of your age before purchasing or receiving age-restricted merchandise.

Additionally, we reserve the right to deny access or use of the Site and the products and services offered on it to anyone at any time in our sole and absolute discretion.

Privacy

We believe strongly in the protection of the privacy of Users and our customers. Our data collection and use practices are set forth in our [Privacy Policy](#), which we encourage you to review.

Electronic Communications

When visiting the Site, or when you send us emails, you are communicating with us electronically. By using the Site, you consent to receive communications from us electronically. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

Changes to the Site

You agree and understand that these Term of Use and the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms. We do not actively monitor, and undertake no obligation to monitor or modify, any reviews, information, content, data, text, links to third party websites, User profile information, sounds, photographs, graphics, video, messages or other materials uploaded or made available via the Site by or on behalf of any User (all such items provided by or on behalf of Users, collectively, "User Content"). Nonetheless, we reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms, including without limitation, by removing any User Content posted in violation of these Terms, terminating the registration of such violators or blocking such violators' use of the Site.

Registration

In order to access some features of the Site, you may be required to register, signup, or create an account. If you register, signup, or create an account, you agree to provide us with accurate and complete information, and to inform us immediately of any updates or other changes to such information. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel, a user account in our discretion.

Security

You are responsible for maintaining the confidentiality of your password and you are fully responsible for all activities that occur under your user account and password, whether or not you authorize such activities. Any user account and password for your access to the Site shall be for your personal, non-commercial use only. You agree to (a) immediately notify us of any unauthorized use of your user account or password of which you become aware, and (b) ensure that you exit from your account at the end of each session.

Copyright

Images of people, places and/or products posted on the Site are either the property of us or our licensors. Unless otherwise noted, all content included on the Site, including images, illustrations, designs, icons, photographs, video clips and written and other materials (together, with “Marks” (as defined below), “Company Content”) is the property of us or its licensors, partners or affiliates and is protected by United States and international copyright laws. The compilation of the Site is the exclusive property of us and is protected by United States and international intellectual property laws. Any unauthorized use of any content or materials on the Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes. You may use the materials or content on the Site only with our prior written and express authorization.

Trademarks

All trademarks, service marks, and trade names (collectively the “Marks”) that appear on the Site are proprietary to us, or the other respective owners of such Marks. You may not display or reproduce the Marks in any manner without the prior written consent of us, and you may not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Site.

Use of the Site

You agree to use the Site only for its intended purpose. You must use the Site in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Site are prohibited. You may not:

- attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Site, user accounts, or the technology and equipment supporting the Site;
- frame or link to the Site without permission;
- use data mining, robots, or other data gathering devices on or through the Site;
- post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- disclose personal information about another person or harass, abuse, or post objectionable material;
- sell, transfer, or assign any of your rights to use the Site to a third party without our express written consent;
- post advertising or marketing links or content, except as specifically allowed by these Terms;

- use the Site in an illegal way or to commit an illegal act in relation to the Site or that otherwise results in fines, penalties, and other liability to us or others; or
- access the Site from a jurisdiction where it is illegal or unauthorized.

Third Party Advertisements and Links to Third Party Sites

We may display advertisements from third parties on the Site, such as banner advertisements, pop-up texts, and links to third party sites. We are not responsible for the content of such advertisements or links, or for any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by us of the advertisement or linked site or any content therein.

Disclaimer of Liability

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. WE SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH THE SITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

UNDER NO CIRCUMSTANCES SHALL WE, AND OUR AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND US.

Dispute Resolution

For Individuals Residing in Canada

You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of and your purchase of products and/or services through the Site. Any infraction of the Terms shall be governed by the laws of Ontario and the laws of Canada without regard to any conflict of law provisions of your domicile residence or physical location. At our discretion, we may report any

infractions or violations relating to the agreement to the appropriate authorities. You and us each agree to submit to the personal and exclusive jurisdiction of the courts located within Ontario, Canada.

For Individuals Residing in the United States

In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and us agree that any dispute arising out of or in any way related to these Terms or your use of the Site or any merchandise will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Site or merchandise, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND US ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Despite the provisions of the paragraph directly above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Any arbitration between you and us will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail ("Notice"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, a party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, we will pay you the amount awarded by the arbitrator, if any.

If you commence arbitration in accordance with these Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in California, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator or (b) through a non-appearance based telephone hearing. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an

improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the preceding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

By visiting the Site, you agree that the laws of the Delaware, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and us.

Contact Us

If you have any questions about these Terms, please [contact us](#).