**Custom Partnership Terms of Service**

The following are the terms and conditions for use of the Sevenstar Custom Partnership service described herein (the “Service”) between SEVENSTAR ACADEMY, an Ohio limited liability company with its principal place of business located at 1400 Preston Road, Suite 400 Plano, Texas 75093 (“Sevenstar”), and your organization (a legal entity that you represent as an authorized employee or agent) (“You”). Please read them carefully. THESE TERMS AND CONDITIONS - TOGETHER WITH THE PRICING OF COURSES AND ALL AMENDMENTS, ADDITIONAL TERMS, EXHIBITS, CURRENT AND UPDATED POLICIES, HANDBOOKS, AND LICENSES - COLLECTIVELY CONSTITUTE THE “AGREEMENT” BETWEEN YOU AND SEVENSTAR.  BY CLICKING THE “I HAVE READ, PRINTED AND ACCEPT SEVENSTAR’S TERMS OF SERVICE AND POLICIES” BUTTON, COMPLETING THE REGISTRATION PROCESS AND/OR USING THE SERVICE, YOU ARE STATING THAT YOU ARE ELIGIBLE TO BE A CUSTOM PARTNER AND THAT YOU AGREE TO BE BOUND BY ALL OF THE AGREEMENT. The Service is offered to you conditioned on your acceptance of the terms of service, and notices contained herein and effective upon the date that payment of the set-up fee set forth below is received, as recorded in Sevenstar’s system (“Effective Date”).

1. DEFINITIONS.  In addition to all other terms that are defined elsewhere in this Agreement, the following terms have the meanings set forth below:

1. PARTNER PROGRAM.   “Partner Program” is the program that Sevenstar offers to schools, churches, missionary organizations, home school associations and other entities that either teach primary or secondary students or provide resources to teachers of primary and secondary students.
2. SEVENSTAR’S PLATFORM. “Sevenstar’s Platform” is comprised of the systems used to host online courses, enable students to access their online course(s), and deliver information to aid in the interpretation of the student’s progress, including but not limited to grades, in Sevenstar online courses.
3. HOSTING SERVICES. “Hosting” Your Course provides all the services related to loading, cataloging and delivering Your Course to students.
4. SEVENSTAR ONLINE COURSE. “Sevenstar Course” is an online course that is developed by Sevenstar or developed by a third-party online course provider and licensed to Sevenstar. In either case, Sevenstar owns and provides on-going technical support and maintenance for the course content.
5. MODIFIED SEVENSTAR ONLINE COURSE. “Modified Courses” are any Sevenstar Courses that are modified by You. If Your course modification merely removes content, the online course remains a Sevenstar Course. If Your course modification adds content to the Sevenstar Course, then the added content is owned by You. For example, if You add Trigonometry content to Sevenstar’s Algebra II course, then You own the newly developed Trigonometry content. However, Sevenstar continues to own the Sevenstar Course content in the Modified Algebra II Course.
6. YOUR ONLINE COURSE. “Your Course” is any new course that is developed by You and Hosted on Sevenstar’s Platform. Your Course can be used for Your students and/or licensed to Sevenstar for use by other students through a separate agreement. Your content is owned by You. Sevenstar will direct technical and academic support questions relating to Your Course content to You. Sevenstar will provide support for technical issues relating to Hosting Your Course on Sevenstar’s Platform.
7. EXPIRATION DATE. “Expiration Date” is the TOS Expiration date recorded in Sevenstar’s system.

2. PARTICIPATION IN THE PARTNER PROGRAM.

1. APPLICATION FOR PARTNERSHIP.  By clicking the “I HAVE READ, PRINTED AND ACCEPT SEVENSTAR’S TERMS OF SERVICE AND POLICIES” button, your application to become a Participant in the Partner program will be reviewed by Sevenstar.
2. APPROVAL OF PARTNERSHIP APPLICATION.  When Your application is approved by Sevenstar and Your Set-up Fee is paid to Sevenstar, you become a Participant in the Partner Program.

3. SEVENSTAR PRODUCTS, SERVICES, AND RESPONSIBILITIES.

* 1. ONLINE COURSES.  Sevenstar shall make available to You all of the Sevenstar Courses on the Sevenstar Platform as options for student enrollment.  Sevenstar may expand or retract its course offerings from time to time in Sevenstar’s reasonable discretion.
  2. SET-UP. Subject to Your paying the Partnership Set-Up Fee set forth in Paragraph 4 herein, Sevenstar shall provide You access to Sevenstar products and partner services associated with this partnership level.
  3. TEACHER TRAINING. Sevenstar shall make available to You the online teacher training course when the appropriate teacher training fees are paid as set forth in paragraph
  4. PARTNER RESOURCES. Sevenstar shall make available to Your newsletters, partner webinars, and partnership program resources to equip You for the effective use of Sevenstar’s products and services.
  5. TECHNICAL AND ACADEMIC SUPPORT.  Sevenstar shall provide technical or academic support covering only support related to Sevenstar Courses and Platforms, but not for any other software or hardware.  This Support can be contacted from within Sevenstar Platforms and Courses, or You may contact support by sending an email to tech.support@sevenstar.org.
  6. BRANDING. Sevenstar will provide You with branding in accordance with Your logo and Your desired color scheme.
  7. COURSE MODIFICATION RIGHTS.  Sevenstar grants You the rights to modify their online courses in accordance with Sevenstar’s course modification policies. Sevenstar will provide documentation and course modification policies to support Your course modification process. Modified Course content ownership is defined in Paragraph 1.e.
  8. NEW COURSE DEVELOPMENT RIGHTS.  Sevenstar grants You permission to add online courses developed by You to Sevenstar’s Platform of choice in accordance with the fees set forth in Paragraph 5. Your Course content ownership is defined in Paragraph 1.e.
  9. HOSTING YOUR COURSES. Sevenstar will provide Hosting Services for Your Courses in accordance with fees set forth in Paragraph 5.
  10. STREAMLINED ADMISSIONS PROCESS. Sevenstar will make available to Your systems to simplify and streamline the admissions/enrollment process for Your students.
  11. SPIRITUAL DEVELOPMENT. Sevenstar will provide an online chaplain and daily devotions.
  12. CURRICULUM RESOURCES. Sevenstar will provide access to its curriculum warehouse containing documentation relating to scope and sequence for each Sevenstar Course.
  13. CURRICULUM DEVELOPMENT NETWORK. Sevenstar shall provide opportunities for You, along with other Participants in the Partner Program, to provide feedback and input that may be used to enhance Sevenstar Courses and/or Sevenstar Course offerings.
  14. STUDENT GRADES. Sevenstar will provide access to information to aid in the interpretation of the student’s progress, including but not limited to grades, in Sevenstar Courses through the Sevenstar Platform.
  15. SEVENSTAR LOGO USAGE. Sevenstar hereby grants a royalty-free, non-exclusive license to You to display the Sevenstar logo on Your website.
  16. MARKETING MATERIAL CONTENT.  Sevenstar shall collaborate with You to ensure Your Sevenstar-related marketing material and website accurately represent Sevenstar’s products and services.
  17. TEACHER SERVICES. Sevenstar or You shall supply a teacher, who has successfully completed Teacher Training as set forth in Paragraph 3.c, for each student enrolled in a Sevenstar Course, Modified Course or Your Course, unless the course explicitly states that no teacher services are required.

4.  YOUR RESPONSIBILITIES

* 1. Develop and share the vision for the online component of their school with school stakeholders and Sevenstar
  2. Assign personnel to devote time for a successful program. These will be willing staff with time assigned to this program
  3. Budget financial resources to sustain and grow program
  4. Implement a plan to communicate this new online options to families
  5. Have students and families that support the project and have expressed needs for such a program
  6. Identify academic needs and assure this has been accepted as the right solution
  7. Commit to ongoing strategic meetings to improve and grow this program
  8. Co-Develop with Sevenstar a strategic business plan to include marketing, funding, goals, growth forecasts, ...

5. FEES.

* 1. FEE SCHEDULE.  You shall find the current partnership set-up and renewal fees, training fees and course tuition in [Sevenstar's Current Custom Partner Fee Schedule](http://sevenstar.org/wp-content/uploads/2017/06/Custom_Partnership_Price_Sheet.pdf).
  2. PARTNERSHIP SET-UP FEE. You shall pay the Partnership Set-up Fee as set forth in Paragraph 5.a.
  3. TEACHER TRAINING FEE.  If teacher training is required, you shall pay the appropriate Teacher Training Fee as set forth in Paragraph 5.a.
  4. ONLINE COURSE TUITION.  You shall pay the Online Course Tuition and other applicable fees as set forth in Paragraph 5.a.
  5. PARTNERSHIP ANNUAL RENEWAL FEE.  During the term of this Agreement, you shall pay the Partnership Annual Renewal Fee as set forth in Paragraph 5.a. This Annual Renewal Fee is due prior to the Expiration Date.
  6. PAYMENT TERMS.  All fees payable to Sevenstar under this Agreement are due upon placement of an order.  All fees are nonrefundable.
  7. ADJUSTMENTS IN PRICING.  Sevenstar may adjust the prices for its products and services from time to time; provided that any increase in prices shall not be effective until 30 days after Sevenstar notifies You of the price increase.

6. STATEMENT OF FAITH.  The parties shall support the [Sevenstar Statement of Faith](http://sevenstar.org/about/#statementoffaith) published on Sevenstar’s website.

7. YOUR RESPONSIBILITIES.

* 1. PROMOTE YOUR ONLINE PROGRAM.  You shall promote the online program with proper stewardship and purpose to maintain a healthy growth model for Your online school. You shall enroll students affiliated with another school only under mutually agreed upon terms included as an Amendment to this agreement (See Paragraph 20).
  2. ASSIGN COORDINATOR ROLE.  You shall designate a person who will act as the single point of contact with Sevenstar (“Coordinator”) and provide the name and contact information of the Coordinator to Sevenstar.  Your Coordinator and others involved in the program must participate in the appropriate training sessions provided by Sevenstar.
  3. LEAD TEACHER RESPONSIBILITIES.  Should You decide to train your teachers to be facilitators with our online courses, you shall designate one of Your teachers to be lead teacher, who shall be responsible for helping Your additional online teachers beyond the Sevenstar teacher training course.
  4. MODIFIED COURSE MAINTENANCE RESPONSIBILITIES. Beyond Sevenstar Technical and Academic Support, you agree to maintain Your content portion of any Modified Course in accordance with Sevenstar’s course modification policies.
  5. YOUR COURSE MAINTENANCE RESPONSIBILITIES. Beyond Sevenstar Technical and Academic Support, you agree to maintain Your Course(s) in accordance with Sevenstar’s course modification policies.
  6. PROVIDE FEEDBACK.  Sevenstar will periodically send out surveys to You concerning the Partner Program, Sevenstar’s product offerings and other topics related to Sevenstar Courses.  You shall complete each survey prior to the deadline set by Sevenstar.
  7. TEACHER EXPECTATIONS.  Sevenstar suggests that any teacher assigned to teach Sevenstar Courses shall be hired based on subject matter expertise, Christian maturity, online teaching and technological skills.  In absence of any online teacher hiring practices, you may choose to adopt online teacher requirements similar to the expectations found in the “Sevenstar Independent Contractor Agreement,” which shall be provided to You upon request.  You shall hire, train, mentor, support, supervise, and evaluate each teacher.  For accountability purposes, you shall monitor student progress toward success using the Sevenstar Platform and in-person observations. You shall intervene to facilitate teacher and student success when necessary.
  8. SEEK APPROVAL FOR YOUR COURSES AND/OR MODIFIED COURSES.  You shall give final approval rights to Sevenstar for Your Courses and/or Modified Courses.
  9. MARKETING MATERIAL CONTENT.  You shall accurately represent Sevenstar’s products and services in Your Sevenstar-related marketing material and website.
  10. THIRD PARTY REPRESENTATION.  If You use the Service on behalf of any third party (“Third Party”), You represent and warrant that You are authorized to act on behalf of, and bind to this Agreement, and You shall ensure that each Third Party is bound by and abides by the terms of this Agreement. Sevenstar makes no representations or warranties for the direct or indirect benefit of any Third Party. With respect to Third Parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to Sevenstar or the Service or use thereof. You agree to indemnify, hold harmless and defend Sevenstar, at Your expense, against any and all third-party claims, actions, proceedings, and suits brought against Sevenstar or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Sevenstar, or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (a) any representations and warranties made by You concerning any aspect of the Service to Third Parties; (b) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of the Service; (c) violations of Your obligations of privacy to any Third Party; and (d) any claims with respect to acts or omissions of Third Parties in connection with the Service.

8. INTELLECTUAL PROPERTY.

* 1. ACKNOWLEDGMENT OF OWNERSHIP. You agree that the Service, including but not limited to products, graphics, audio clips, and editorial content, contains proprietary information and material that is owned by Sevenstar and/or its principals, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.
  2. REMOVAL OF SEVENSTAR CONTENT OR OTHER MATERIALS. Notwithstanding any other provision of this Agreement, Sevenstar reserves the right to change, suspend, remove, or disable access to any products, content, or other materials comprising a part of the Service at any time without notice. In no event will Sevenstar be liable for the removal of or disabling of access to any such products, content or materials under this Agreement. Sevenstar may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.
  3. COPYRIGHTS.  All copyrights in and to the Service are owned by Sevenstar, who reserves all their rights in law and equity. THE USE OF ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THESE TERMS AND CONDITIONS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

9. TERM AND TERMINATION.

* 1. Subject to the early termination provisions of this Agreement, the term of this Agreement begins on the Effective Date and ends either on the first anniversary of the Effective Date or on the agreed upon Expiration Date that is recorded in the Sevenstar System, resulting from terms set forth in either [Sevenstar’s Current Custom Partner Fee Schedule](http://sevenstar.org/wp-content/uploads/2017/06/Custom_Partnership_Price_Sheet.pdf) or an amendment to this Agreement (see Paragraph 20). You may renew this Agreement for either one year from the Expiration Date or at an agreed upon Expiration Date resulting from terms set forth in either [Sevenstar’s Current Custom Partner Fee Schedule](http://sevenstar.org/wp-content/uploads/2017/06/Custom_Partnership_Price_Sheet.pdf) or an amendment to this Agreement (see Paragraph 20).
  2. The parties may terminate this Agreement, with or without cause, upon providing the other party at least 30 days’ prior written notice of the terminating party’s intention to terminate the Agreement.
  3. Notwithstanding the termination or expiration of this Agreement, whether for cause or otherwise, the parties shall pay all monies owed to the other party as of the effective date of the termination of this Agreement.
  4. Each party reserves all other rights and remedies under this Agreement and as the law otherwise permits that have accrued at the date of termination of this Agreement and does not waive any obligation of any party by reason of termination of this Agreement.

10. HEADINGS.  The headings in this Agreement are for convenience of reference only and do not limit or otherwise affect any of the terms or provisions of this Agreement.

11. GOVERNING LAW.  The laws of the State of Ohio govern all matters arising out of this Agreement and the rights and obligations of the parties under this Agreement without consideration of Ohio’s conflicts of laws principles.

12. SEVERABILITY.  If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will be fully severable, and this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect.  Furthermore, in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13. NO WARRANTIES.  EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SEVENSTAR’S SERVICES AND PRODUCTS ARE PROVIDED "AS IS" SEVENSTAR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS SERVICES AND PRODUCTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, PERFORMANCE, NON-INFRINGEMENT, AND WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.  SEVENSTAR DOES NOT WARRANT THAT THE SERVICE, THE SOFTWARE OR REPORTS WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED.  WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEVENSTAR SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS SERVICES OR PRODUCTS HAVE BEEN APPROVED BY ANY STATE, LOCAL OR FEDERAL GOVERNMENTAL ENTITY FOR USE IN TEACHING STUDENTS.  SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

SEVENSTAR SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND SEVENSTAR HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

SEVENSTAR DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SEVENSTAR DISCLAIMS ANY LIABILITY RELATING THERETO. PRODUCTS CAN ONLY BE DOWNLOADED ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED FROM THE SERVICE THAT ARE STORED IN YOUR SYSTEM.

14. LIMITATION OF LIABILITY.  NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, TREBLE, STATUTORY OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL), ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT OR ACTIONS OR INACTIONS OF THE PARTIES TO THIS AGREEMENT THAT ARISE OR RELATE TO THAT PARTY’S PERFORMANCE UNDER THIS AGREEMENT.   BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. INDEMNITY.  BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD SEVENSTAR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY SEVENSTAR AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM SEVENSTAR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF SEVENSTAR'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

16. ENTIRE AGREEMENT.  This Agreement and the exhibits attached to this Agreement supersede all prior or contemporaneous understandings, agreements, negotiations and discussions, whether oral or written, between the parties concerning this subject matter and constitute the entire agreement between the parties with regard to this subject matter.  The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

17. ELECTRONIC SIGNATURES AND CONTRACTS.  Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

18. HARDWARE AND SOFTWARE REQUIREMENTS.  In order to utilize the Service, you may be required to have certain hardware and software, which are your sole responsibility.

19. WAIVER.  Waiver of the benefit of any provision of this Agreement must be in writing and signed by the party against whom enforcement is sought to be effective.  The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.  No action taken pursuant to this Agreement will be deemed to constitute a waiver by that party of compliance by the other party with any of the covenants or other obligations contained in this Agreement.  A failure by a party to insist upon strict compliance with any term of this Agreement, enforce any right or seek any remedy upon any breach of any other party will not affect, or constitute a waiver of, that party’s right to insist upon strict compliance, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous or subsequent default.

20. BINDING ON SUCCESSORS.  This Agreement applies to and binds the successors and permitted assigns of the parties.

21. AMENDMENTS. No amendment of this Agreement is valid unless in writing and the party against whom enforcement is sought signs it, other than an amendment to [Sevenstar’s Current Custom Partner Fee Schedule](http://sevenstar.org/wp-content/uploads/2017/06/Custom_Partnership_Price_Sheet.pdf), including notifications of price increases as set forth in Paragraph 5.g, and updates to Sevenstar policies or handbooks.

22. NOTICES.  The parties shall give any notice or other communication required or permitted in this Agreement in writing and shall deliver any notice by personal delivery, overnight delivery service, certified mail, return receipt requested, postage prepaid, regular U.S. mail, postage prepaid, facsimile transmission or e-mail.  A notice is deemed given upon delivery of the notice in person, on the day after the notice is deposited with an overnight delivery service, two days after the notice is deposited with the United States Postal Service certified mail, return receipt requested, postage prepaid, two days after the notice is deposited with the United States Postal Service regular U.S. mail, postage prepaid, or immediately when sent by facsimile transmission or e-mail, and addressed or faxed as follows:

Sevenstar:  Sevenstar Academy

1400 Preston Road, Suite 400

Plano, Texas 75093 Attn: R. Mark Beadle

Phone: (513) 612-1029

email: [mark@sevenstar.org](mailto:mark@sevenstar.org)

You: (Contact information on file in Sevenstar’s system.)

23. FORCE MAJEURE.  Neither party will be liable for nonperformance or delay in performance due wholly or partly to any cause not in its control or not avoidable by reasonable diligence (other than a party’s payment obligations).  Upon the occurrence of any such contingency, the party so affected may suspend or reduce its performance during the period of such contingency.  The following, while not an exclusive listing, will not be considered within a party’s control or avoidable by reasonable diligence: (a) labor controversies; (b) court decrees; (c) power outages or the unavailability of the Internet; or (d) acts of God, fire, war, terrorism, civil disorders, accidents, or the failure of any supplier or service provider.