

## Five Star Award Acceptance Agreement

As a condition to be considered for eligibility of the Five Star award, you agree to the following terms and conditions:

### 1. Definitions

1.1 "Award" means the applicable Five Star award identified below for which You are certified or are being considered for certification by Five Star Professional:

- Five Star Wealth Manager award
- Five Star Investment Professional award
- Five Star Real Estate Agent award
- Five Star Mortgage Professional award
- Five Star Home/Auto Insurance Professional award
- Five Star Certified Public Accountant award
- Five Star Estate Planning Attorney award
- Five Star Dentist award
- Five Star Chiropractor award
- Five Star Occupational Therapist award
- Five Star Physical Therapist award

1.2 "Five Star Professional" means Crescendo Business Services, LC d.b.a. Five Star Professional, its affiliates and authorized licensees.

1.3 "Award Period" means the period beginning on the date you are notified by Five Star Professional as being certified to receive the Award and thereafter so long as you are in compliance with the Usage Guidelines.

1.4 "Program Standards" means the standards established by Five Star Professional for the corresponding Award.

1.5 "You" or "Your" means the individual or group of individuals under consideration for eligibility for the Award and certified by Five Star Professional as meeting applicable Program Standards.

### 2. Acknowledgements

2.1 By agreeing to be considered for eligibility for the Award and by using the Award for promotional purposes, you agree to be bound by all the terms and conditions set forth in this Acceptance Agreement.

2.2 You acknowledge and agree that the licensed marks are only licensed to you by Five Star Professional for use during the Award Period subject to your compliance with the Usage Guidelines.

2.3 You agree to comply with the Usage Guidelines.

2.4 You acknowledge and agree that your Five Star Professional usage license may be terminated by Five Star Professional pursuant to Section 4 (Termination) if you fail to comply with the Usage Guidelines.

### **3. Usage Guidelines**

- 3.1 You may use the Licensed Mark only in connection with the identification of the year or years for which you were certified as a recipient of the Award.
- 3.2 Only Five Star Professional may be identified as the provider of the Award; no other firm or source may be identified or referenced as the provider of the Award.
- 3.3 Certain disclaimers or notices may be required by the firm or agency for which you are an employee, agent, representative or affiliate or by regulatory bodies which govern or regulate your activities. You are solely responsible for ensuring compliance with all regulations or requirements by regulatory bodies, firms or agencies for which you are an employee, agent, representative or affiliate or by which your activities are governed or regulated. For example, Five Star Wealth Manager award recipients are required to include a description of the process used to certify the recipient as a Five Star Wealth Manager, such as provided in Appendix A.

### **4. Termination**

- 4.1 Five Star Professional may terminate Your license upon written notice to You (a "Termination Notice") upon the occurrence of any of the following:
  - 4.1.1. You fail to comply with any of the provisions of the Usage Guidelines or you are in otherwise violation of any provision of this Acceptance Agreement;
  - 4.1.2. The methodology and criteria on which the selection was based materially changes for future selection cycles such that referring to multiple instances as a multiyear achievement would constitute a confusing, false or misleading claim, as determined by Five Star Professional;
  - 4.1.3 Any other event or change that affects support or use of the Award, the Award name or Award-related materials, products and services.