



TERMS AND CONDITIONS

Effective Date: 08/06/25

1. Introduction

Welcome to Astella AI. These Terms and Conditions ("Terms") govern your use of our services, including our website located at astellaai.com (the "Service"). By accessing or using our Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Service.

2. Eligibility

You must be at least 13 years old to use our Service. If you are between the ages of 13 and 17, you must have the consent of a parent or guardian to use our Service. By using our Service, you represent that you have the authority to enter into these Terms.

3. Privacy Policy

Your use of our Service is also governed by our Privacy Policy, which explains how we collect, use, and protect your data. By using our Service, you consent to the collection and use of information in accordance with our Privacy Policy.

4. User Obligations

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Service in any way that violates any applicable federal, state, local, or international law or regulation.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm Astella AI or users of the Service.
- Impersonate or attempt to impersonate Astella AI, a company employee, another user, or any other person or entity.

5. Account Registration

To access certain features of our Service, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your password and for any activities or actions under your account.

6. Data Collection and Use

We collect and use your Personal Data as outlined in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, and you consent to the collection, use, and sharing of your information as described therein.

7. Intellectual Property Rights

All content, features, and functionality on the Service, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, and software, are the exclusive property of Astella AI or its licensors and are protected by copyright, trademark, and other intellectual property laws. You must not reproduce, distribute, modify, or create derivative works from any content on our Service without our express written permission.

8. Third-Party Services

Our Service may contain links to third-party websites or services that are not owned or controlled by Astella AI. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party sites or services. We strongly advise you to review the Terms and Conditions and Privacy Policies of any third-party sites that you visit.

9. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. Astella AI makes no representations or warranties of any kind, express or implied, regarding the operation of the Service or the information, content, materials, or products included on the Service. To the fullest extent permissible by applicable law, Astella AI disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

10. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Astella AI, its affiliates, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your use of or inability to use the Service; (ii) any unauthorized access to or use of our servers and/or any personal information stored

therein; (iii) any interruption or cessation of transmission to or from our Service; (iv) any bugs, viruses, or the like that may be transmitted to or through our Service by any third party; and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service.

11. Indemnification

You agree to defend, indemnify, and hold harmless Astella AI, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, service providers, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, your user contributions, any use of the Service's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. You agree to submit to the personal jurisdiction of the state and federal courts located in Florida for the resolution of any disputes.

13. Changes to These Terms

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on this page. You are advised to review these Terms periodically for any changes. Changes to these Terms are effective when they are posted on this page.

14. Consent to Participate in Coaching

I, the undersigned parent or legal guardian, give my full consent for my child to participate in a coaching program with Astella AI. I understand that this program is designed to provide guidance, support, and skill development in academic organization, social skills, and emotional intelligence.

I acknowledge that coaching is not a substitute for professional psychological or medical care. I understand that Astella Center is a coaching professional and not a licensed therapist or medical professional. I am aware that the coaching relationship is focused on setting and achieving goals, building confidence, and improving communication, and any underlying mental or physical health issues should be addressed by a qualified healthcare provider.

15. Confidentiality Agreement

I understand that the content of the coaching sessions will be kept confidential by Astella AI, except for the following situations:

- If my child discloses an intent to harm themselves or others.
- If my child discloses information about abuse or neglect.
- If required by law to disclose information.

In these cases mentioned above, authorities such as DCF could be contacted. I also understand that Astella AI might share general progress updates with me, the parent/guardian.

16. Assumption of Risk and Release of Liability

I understand that all activities involved in this coaching program are voluntary. I acknowledge that there are inherent risks in any activity, and I assume full responsibility for any risks, injuries, or damages that may occur during my child's participation.

In consideration of my child's participation, I, for myself and my child, hereby release, waive, discharge, and covenant not to sue Astella AI, its officers, employees, coaches and or agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child while participating in the coaching program.

19. Consent for Mutual Exchange of Information

I hereby authorize Astella AI to communicate with the school staff and/or other professionals regarding my child's progress, challenges, and goals. I understand that this will facilitate a more coordinated approach to my child's well-being and development. This authorization is valid for the duration of the coaching relationship.

21. Contact Us

If you have any questions about these Terms, please contact us: Astella AI

Email: admin@astellaai.com