

# Terms of Service

Last updated: January 31st, 2021

## Welcome to Astu!

We're so happy to have you here. These Terms of Service ("Terms") govern your use of Astu and the software, content, and services (collectively, "Services") offered through: our website [www.astu.life](http://www.astu.life) and its subdomains (the "Website"), our mobile apps Astu for Android.

**Please read these terms carefully before you start using the Services.**

The terms "Astu," "us" or "we" refers to **Zanshin Technologies Pvt. Ltd**, a software company who designed and built Astu, incorporated in Kota, Rajasthan - India.

The term "device" refers to the device which is used to access the Services including but not limited to computers, smartphones and tablets.

The term "you" refers to the user of the Services.

When you sign up for any of the Services or otherwise use or access them, you agree to be bound by these Terms and all applicable laws, rules, and regulations. By using the Services, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the services.

Our contact email address is [contact@astu.life](mailto:contact@astu.life) All correspondence to Astu including any queries you may have regarding your use of the Services or these Terms should be sent to this contact email address.

**PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND ASTU AGREE THAT DISPUTES RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND ASTU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

# 1. OUR SERVICES

Astu offers a self-help program based on communication with your personal chatbot through a text and voice interface.

## 1.1. Medical disclaimer

Astu is a provider of software and content designed to improve your mood and emotional wellbeing. However we are not a healthcare or medical device provider, nor should our Services be considered medical care, mental health services or other professional services. Only your physician or other healthcare providers can do that. While there is third party evidence from research that certain conversation can assist in the recovery process for a wide array of conditions, Astu makes no claims, representations or guarantees that the Services provide a therapeutic benefit.

## 1.2. Emergencies

Use of the Services is not for emergencies. If you think you have a medical or mental health emergency, call helpline no. or go to the nearest open clinic or emergency room.

If you are considering or committing suicide or feel that you are a danger to yourself or others, you must discontinue use of the Services immediately, call suicide helpline no. or notify appropriate police or emergency medical personnel.

## 1.3. Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Astu will not be liable to you or to any third party for any modification, suspension or discontinuance of any of the Services.

# 2. MEMBERSHIP

## 2.1. Becoming a member

You will be required to register ("create an account") with Astu and become an Astu Member in order to access and use the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration forms. Registration data and certain other information about you are governed by our [Privacy Policy](#).

## **2.2. Once a member**

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Astu of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. Astu will not be liable for any loss or damage arising from your failure to comply with this Section.

You can become a subscriber to a paid subscription program (b) or (the “Paid Subscriptions”) by purchasing a subscription to the Services within the Apps, where allowed by the App marketplace partners (Apple iTunes Store and Google Play store).

## **2.3. Device requirements**

To enjoy Astu via your smartphone or other Device, your Device must satisfy certain system requirements. These requirements can be found on the Website and the Google and Apple App marketplaces.

# **3. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that Astu has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time, or not adhering to the terms & conditions of the services. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

# **4. CONDITIONS OF USE**

## **4.1. User conduct**

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials

("content") that you upload, post, publish, share or display (hereinafter, "upload") or email or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by Astu. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Services to:

- Email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Astu, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Astu or its users to any harm or liability of any type;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
- Violate any applicable local, state, national or international law, or any regulations having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Solicit personal information from anyone under the age of 18;
- Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

## 4.2. Commercial use

The Service is for your personal use only. Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

## 4.3. Use of Astu by minors

If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under 18 years old, you may use the Services, only with the approval of your parent or guardian.

# 5. APPLE APP STORE AND GOOGLE PLAY STORE LEGAL INFORMATION

These Terms apply to your use of all the Services, including the iPhone application available via the Apple, Inc. ("Apple") App Store (the "Applications"), and the Android application available via the Google, Inc. ("Google") Play Store (the "Applications"), but the following additional terms also apply to the Applications:

- Both you and Astu acknowledge that the Terms are concluded between you and Astu only, and not with Apple and Google, and that Apple and Google are not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple or Google of such failure; upon notification, Apple and Google's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that Astu, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the Application;

- You acknowledge and agree that in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Astu, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- Both you and Astu acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of the agreement which may affect or be affected by such use; and
- Both you and Astu acknowledge and agree that Apple and Apple's subsidiaries and Google and Google's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.
- Astu and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

## 6. INTELLECTUAL PROPERTY RIGHTS

### 6.1. Service content, software, and trademarks

You acknowledge and agree that the Services may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Astu, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Astu from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Astu, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt

to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Astu.

The Astu name and logos are trademarks and service marks of Astu (collectively the “Astu Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Astu. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Astu Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Astu Trademarks will inure to our exclusive benefit.

## **6.2. Third party material**

Under no circumstances will Astu be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Astu does not pre-screen content, but that Astu and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, Astu and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Astu, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

## **6.3. User content transmitted through the Services**

With respect to the content or other materials you upload through the Services or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Astu and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (“Submissions”), provided by you to Astu are non-confidential and Astu will be entitled to the unrestricted use and

dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Astu may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; © respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Astu, our users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 7. THIRD PARTY WEBSITES

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that Astu will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that Astu is not liable for any loss or claim that you may have against any such third party.

## 8. GENERAL CONDITIONS

### 8.1. Termination

You agree that Astu, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Astu believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Astu may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Astu may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or



the Service. Further, you agree that Astu will not be liable to you or any third party for any termination of your access to the Service.

## 9. YOUR PRIVACY

At Astu, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

QUESTIONS? CONCERNS? SUGGESTIONS?

Please reach out to us at **[contact@astu.life](mailto:contact@astu.life)** to report any violations of these Terms of Service or to ask us any questions regarding these Terms of Service or our Services.