

TERMS OF SERVICE OF ASTRAL COACH

ASTRAL COACH (hereinafter referred to as “**the product**”, “**our**”, “**we**” or “**us**”) is owned and operated by Syntagma Pte. Ltd.. This Terms of Service (“**Terms**”) herein is owned and operated by Syntagma Pte. Ltd. which enable the use of products by Syntagma Pte. Ltd. and shall be valid for all services given to you by Syntagma Pte. Ltd.. By using our Services, you confirm that you accept our Terms of Service herein and you agree to comply with them. If you do not agree with these Terms of Service, please do not use the Product.

These Terms of Service will provide you the right to use the software applications, web sites, tools, and other features (collectively, the “**Services**”) of the Product. If you are using the Product when you are acting as a business entity, please note that the transactions you make are binding for your business.

By using our Services, you confirm that you accept our Terms of Service herein and you agree to comply with them. If you do not agree with the Terms of Service, please do not install and use the Application.

We grant you a limited, revocable, nonexclusive, non-assignable, non-sublicenseable license and right to utilize ASTRAL COACH Services through a web site. We reserve all rights not expressly granted in the Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in our Services, and all related items.

You accept that the contact information which you have declared while creating a profile may be used for bulletins, marketing, and advertising purposes. For detailed information, please check our Privacy Statement.

If you have any questions about these Terms or our Services, please contact us at support@astralcoach.desk360.com.

Last Update: 22 April 2022

1. Description of Services and Fees

ASTRAL COACH is an Application that provides services such as personalized birth chart, special date contents and daily, weekly, monthly horoscope comments.

Users can benefit from the paid services offered by ASTRAL COACH at their own discretion. Users can unsubscribe from the Services at any time.

Different fees may be determined and arranged for different countries while purchasing. The user will be notified about the fee before the purchase. However, if users change their settings in their own accounts and select a different country, the notified fees may vary. Fees notified to the user are arranged according to the country which they have selected in the account settings.

We wish you to be completely satisfied with our services. Malfunctions may be encountered from time to time. We are working on solving the problems that our users encountered by making maintenance and by other actions taken by us to provide you an issueless use of our services.

Some features of our Services in our website may differ from the features in our mobile application.

To use the ASTRAL COACH service, you must have Internet access, a device that supports ASTRAL COACH, and provide us with one or more Payment Methods. “Payment Method” means an existing, valid, recognized payment method, which you may update from time to time and which may include

payment through your account through a third party. Unless you cancel your membership through third party payment companies before the billing date, you authorize these companies to collect the membership fee of the next billing period through the Payment Method you have chosen.

We may offer several different membership plans, including special promotional plans or memberships offered by third parties in conjunction with their products or services. ASTRAL COACH cannot be held responsible for products or services offered by such third parties. Some membership plans may have different terms and limitations that will be disclosed at the time you sign up for the service or in other communications made available to you.

If you have used third parties as a Payment Method and wish to cancel your ASTRAL COACH subscription, you may need to do so through that third party: For example, by accessing your account with that third party and turning off auto-renewal, or opting out of the ASTRAL COACH service through that third party. You can also find billing information for your ASTRAL COACH subscription by visiting your respective third-party account.

The requests for refunding (returning money) is dealt with by Application. Be aware that no refunds may be made for deleted accounts if they have violated our Terms of Service.

2. Termination

The license for use of the Services provided herein is effective until terminated. You may terminate your license at any time by terminating using our services. We reserve the right, without notice and in our sole discretion, to terminate your license to access or use our Services according to your failure to comply with any of the Terms. We are not responsible for any loss or harm related to your inability to access or use our Services.

3. Eligibility

You must be at least 13 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

4. Access

We do not guarantee that our Services will always be available or be uninterrupted. You are responsible for making all arrangements necessary for you to have access to our Services.

We do not represent that our Services will be available in other locations. We may limit the availability of our Services or specific functionality to any user or geographic area at any time. If you choose to access our Services from a prohibited jurisdiction, it is at your own risk.

5. Updates and Support

We reserve the right to add or remove features or functionality to the product. When you access to our website, the product periodically communicates with our servers. Before you begin to use updated versions of the Product, you may be asked to review and may need to accept the updated Terms of Service. Continuing to use the Services after the update proves that the User has agreed and accepted the updated Terms.

ASTRAL COACH constantly works to provide suitable and efficient technical support to the services and provides updates and upgrades. However, it is not mandatory to provide any maintenance or support for the Services under these conditions. ASTRAL COACH reserves the right to limit or terminate the support, updates or improvements provided from time to time.

6. Privacy

Please find our Privacy Policy for detailed information about how we collect, use, and disclose the information given by you. Transfer and storage of information about you is governed by our Privacy Policy as well.

Data security is provided by us. However, the user is responsible for any unauthorized access to user information, contact information and other contents; abusing, storage, reproduction, sale, copying, as well as illegal use of user information, contact information and other content.

7. Code of Conduct and Prohibited Content

You will not violate any applicable law, contract, intellectual property, or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and ASTRAL COACH;
- Create a false identity or otherwise misrepresents your or another true identity;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party products that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.
- Engage in any action that directly or indirectly interferes with the integrity of our Services, including but not limited to any attempts to access or hack our servers or network.

Please note that you are not given the permission to use the name, logo, or other commercial symbols of the Product. Please read our "Intellectual Property" section for detailed information.

Any violation of this section may cause you to be a subject to legal and/ or criminal penalties.

8. Indemnification

You agree to indemnify, defend, and hold harmless ASTRAL COACH and each of our respective officers, directors, agents, partners, and employees (collectively, the "**ASTRAL COACH Parties**") from and against any loss, liability, claim, demand, damages, expenses, or costs arising out of or related to your actions listed below:

- Your failure to comply with our Terms, including, without limitation, that anything you submit or contribute violate the rights of any third party or applicable laws;

- Any use or content you submit via our Services;
- Any activity in which you engage on or through the Services;
- Any misrepresentation made by you;
- Your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights).

You agree to promptly notify ASTRAL COACH of any third-party Claims, cooperate with ASTRAL COACH in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees).

9. Abuse of ASTRAL COACH Services

ASTRAL COACH reserves the right to investigate suspected violations of our Terms, of Service herein and may seek to gather information from the user who is suspected of violation, and from any other user. We will collect and use such information in accordance with our Privacy Statement.

In its sole discretion, ASTRAL COACH may restrict, suspend, or terminate the account of any User who abuses or misuses the Services. By accepting our Terms of Service herein, you waive and hold harmless ASTRAL COACH and ASTRAL COACH Parties from any claims arising out of the action taken by ASTRAL COACH according to such misuse of the Services by either ASTRAL COACH or law enforcement authorities.

10. Intellectual Property Rights

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, patents, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, user generated filters, astrology and horoscope reviews and other content contained therein (collectively, the “**ASTRAL COACH Content**”) are owned by or licensed to ASTRAL COACH and are protected by copyright laws and international copyright treaties and all other applicable intellectual property laws.

Using our Services does not give you ownership of any intellectual property rights in our Services. ASTRAL COACH and our licensors reserve all rights in and to our Services and the ASTRAL COACH content and the website. You are hereby granted a limited, nonexclusive, nonassignable, non-sublicensable, revocable license to access and use our Services and ASTRAL COACH Content for your own personal use. However, such license does not give you the right to (a) sell, resell or commercially use our Services or ASTRAL COACH Content; (b) copy, reproduce, distribute, publicly perform or publicly display ASTRAL COACH Content, except as expressly permitted by us or our licensors; (c) use any data mining, robots or similar data gathering or extraction methods; or (d) use our Services or ASTRAL COACH Content other than as expressly provided in these Terms. Any use of our Services or ASTRAL COACH Content other than as specifically authorized herein, without our prior written consent, is strictly prohibited and will terminate the license granted under these Terms.

11. Copyright and Trademark Complaints

If you believe that anything on our Services infringes any copyright that you own or control, you may notify ASTRAL COACH through:

E-Mail Address : support@astralcoach.desk360.com

12. Disclaimer of Warranties

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WHILE ASTRAL COACH ATTEMPTS TO MAKE YOUR ACCESS

TO AND USE OF OUR SERVICES SAFE, WE CANNOT WARRANT THAT THE SERVICES PROVIDED ARE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED; THE PRODUCT OR SERVICES OR THE SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE PRODUCT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USERS' BEHAVIORS; THE USER SHALL INDIVIDUALLY AND SOLELY BE RESPONSIBLE FOR HIS/HER ACTIONS AND INTERACTION WITH OTHER USERS.

13. Limitation of Liability

ASTRAL COACH AND THE OTHER ASTRAL COACH PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF ASTRAL COACH OR THE OTHER ASTRAL COACH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH USE OF, OR INABILITY TO USE THE ASTRAL COACH SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF ASTRAL COACH OR THE OTHER ASTRAL COACH PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY TURKISH LAW.

14. Applicable Law

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Turkey. Any conflicts which may arise between the Product and the user shall initially be settled according to Turkish Law. In the event of failing to reach an agreement, both Parties agree, declare, and undertake that courts of Istanbul (Central) shall have exclusive jurisdiction.

15. Severability

Each of the provisions of these Terms are distinct and severable from the others. If at any time one or more of those provisions is or become invalid, unlawful, or unenforceable (whether wholly or partly), the validity, lawfulness, and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.

16. Third Party Contents

Where our Services may contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those third-party sites or resources.

17. Changes to These Terms

We may agree to amend these Terms of use to ensure the terms are valid, lawful, and enforceable. Therefore, may revise these Terms at any time by amending this page. Please see over this page from time to time to check if there are any changes that we made, as they are binding.

18. Subscription Management and Cancellation

You can cancel your membership at any time, and you will continue to have access to the APPLICATION service through the end of your billing period.

Subscription cancellation and monetary claims are handled by Astral Coach. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial membership periods. To cancel, go to the "Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. If you signed up for APPLICATION using your account with a third party as a payment method and wish to cancel your membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the APPLICATION service through that third party.

Please note that deletion of the APPLICATION will not automatically terminate your subscription.