

ASTROSTAR TERMS OF SERVICE

EFFECTIVE DATE: August 23, 2023

SPECIAL NOTE FOR ASTROSTAR SERVICE USERS

This is a legal agreement, and it is very important that you understand exactly what you are agreeing to when you become an AstroStar member or use our Service (as defined below). Please review the following terms and conditions of use (“**Terms of Service**” or “**Agreement**”) carefully before accessing, utilizing or before you click the “I AGREE” button below, and please inquire about anything you do not understand. If you are not 18 but are 13 years of age or older, have your parents review these Terms of Service and assist you to create and register an Account (as defined below). By clicking on the “**I AGREE**” button below, you are signifying your acknowledgment, acceptance and agreement to these Terms of Service, and consent to the collection, use and sharing of your data and other activities as described in our Privacy Policy. Therefore, if you do not agree to these Terms of Service or our Privacy Policy, click the “**CANCEL**” button and **DO NOT** set up an Account or otherwise access or utilize the services available on the Service. If you have any questions about this Agreement, you can reach us at support@astrostar.live or

Beacon Interactive Inc.

8 The Green, STE A

Dover, DE 19901

1. **Acceptance of Terms**

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT ASTROSTAR/TOS OR ELSEWHERE ON THE SERVICE, AND AS INCORPORATING THE ASTROSTAR PRIVACY POLICY (PUBLISHED AT ASTROSTAR/PRIVACY OR ELSEWHERE ON THE SERVICE) COMPRISE A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND BEACON INTERACTIVE INC. (“ASTROSTAR” OR “WE”). YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE IN ORDER TO BECOME A MEMBER OR USE THE ASTROSTAR APPLICATION (“APPLICATION”) AND THE SERVICES, FEATURES OR CONTENT OFFERED BY ASTROSTAR THAT POSTS A LINK TO THESE TERMS OF SERVICE (COLLECTIVELY WITH THE APPLICATION, THE “SERVICE”). BY REGISTERING FOR AND/OR USING THE SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO USING THE APPLICATION OR VISITING AND BROWSING ASTROSTAR, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE SERVICE, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SERVICES ON THE SERVICE.

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on AstroStar.live or elsewhere on the Service, each of which is incorporated by reference and each of which may be updated by AstroStar from time to time without notice to you. In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by AstroStar from time to time; your

use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

Any modifications to the Terms of Service will be brought to your attention by email to the address you used to register for the Service and by posting at AstroStar.live or elsewhere on the Service. Such modifications will be effective immediately, and will apply to disputes arising under the Terms of Service from the date of posting of the modified Terms of Service forward. Your continued use of AstroStar after a modification has been made to the Terms of Service constitutes your acceptance of such modification.

2. Registration and Eligibility

By using the Service or registering for the Service and becoming a AstroStar member ("Member" or "User"), you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your registration for the Service does not violate any applicable law or regulation in your jurisdiction. AstroStar may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

3. Age Restrictions

By using and accessing the Service you hereby acknowledge, represent and warrant to AstroStar that: (1) you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Service in accordance with these Terms of Service; or (2) that, if you are under eighteen (18) years of age but are 13 years of age or older, you have your parent's or legal guardian's full consent, agreement, and acknowledgment to use and access the Service and they represent and warrant, on your behalf, that they possess the legal right and ability to enter into this Agreement and do so on your behalf.

4. User Accounts

4.1 Account Creation

Each User of the Service may be required to create a User account ("Account"). If you create an Account, you agree to provide current, complete, true and accurate information, and agree to update this information should it change. You agree that we may limit the number of Accounts you are able to create.

4.2 Account Security

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD, AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. YOU MAY NOT USE ANYONE ELSE'S ACCOUNT, AND YOU MAY NOT ALLOW ANYONE ELSE TO USE YOUR ACCOUNT EXCEPT AS EXPLICITLY ALLOWED BY ASTROSTAR.

YOU ARE ENTIRELY RESPONSIBLE FOR YOUR MOBILE AND EMAIL SECURITY. YOU CANNOT LET ANYONE ELSE USE YOUR ACCOUNT.

You agree to notify us immediately of any compromise of your password, unauthorized use of your Account, or any other breach of security and to provide properly documented evidence as requested by us. You agree that you will be liable for losses incurred by us or another party due to someone else using your Account or password. You agree that we will not be liable for any loss you may incur as a result of someone else using your password or Account, either with or without your knowledge.

4.3 Account Suspension and Termination

YOU UNDERSTAND AND AGREE THAT WE MAY, AT OUR SOLE DISCRETION AND AT ANY TIME, TERMINATE AND/OR SUSPEND YOUR ASTROSTAR MEMBERSHIP ACCOUNT FOR ANY REASON OR NO REASON, INCLUDING BUT NOT LIMITED TO FOR VIOLATION OF THESE TERMS OF SERVICE OR VIOLATION OF ANY OTHER POLICY RELATED TO THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT

WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION AND/OR SUSPENSION. IN THE EVENT THAT YOUR ACCOUNT IS TERMINATED, YOU WILL HAVE NO FURTHER ACCESS TO THE SERVICE, AND YOU WILL NOT RECEIVE ANY REFUND OR REIMBURSEMENT FOR PURCHASES OR SUBSCRIPTIONS ASSOCIATED WITH YOUR ACCOUNT.

4.4 No Sale or Assignment of Account of Virtual Items

AstroStar does not recognize the transfer of any Account(s). Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities, or obligations under the Terms of Service, either in whole or in part, without the prior written consent of AstroStar. Any attempt to do so shall be void and of no effect. AstroStar owns, has licensed, or otherwise has rights to all of the AstroStar Content (as defined below) that appears in the Service. You agree that you have no right, title, or interest in or to any such AstroStar Content, including without limitation the virtual goods or currency appearing or originating in the Service, or any other attributes associated with the Account or stored as part of the Service. AstroStar does not recognize any purported transfers of virtual property executed outside of the Service, or the purported sale, gift, or trade in the "real world" of anything that appears or originates in the Service. Accordingly, you may not sell virtual currency for "real" money, or exchange virtual items or virtual currency for value outside of the Service.

5. Intellectual Property

You retain your rights to any Content you submit, post, or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos, and videos are considered part of the Content).

5.1 Intellectual Property Rights

In this section, "Content" encompasses all digital materials, including but not limited to software, illustrations, documentation, information, music, pictures, images, textures, photographs, animations, three-dimensional models, video, audio, and text. Within the Service, you will find Content that is either owned or licensed by AstroStar and its affiliated entities ("AstroStar Content"). The entirety of AstroStar Content benefits from the protection

of United States law and various international legal frameworks, such as copyright, trademark, patent, trade secret laws, and relevant governmental treaties.

The ownership of all rights, titles, and interests in the AstroStar Content belongs to AstroStar, its agents, affiliates, and licensors, as specified within this section. Except for rights explicitly licensed to you as detailed herein, AstroStar upholds all its rights to the AstroStar Content. You understand and agree that, with the exceptions outlined in this document, the Service and all AstroStar Content remain the exclusive property of AstroStar and its licensors.

Unless expressly provided for in this section, neither AstroStar nor its licensors grant you any explicit or implicit rights to the AstroStar Content or the Service. All rights, titles, and interests in these aspects are preserved by AstroStar and its licensors.

You acknowledge and agree that except as set forth herein, all rights, title, and interest in and to the Service and in and to all AstroStar **Content are and shall remain the exclusive property of AstroStar and/or AstroStar's licensors**. Except as expressly provided herein, AstroStar and/or its licensors **do not grant you any express or implied rights in and/or to the AstroStar Content and/or the Service**, and all rights, title, and interest are retained by AstroStar and/or its licensors.

5.2 No Rights to Data

These Terms of Service are not intended to and do not transfer any right, title or interest in the AstroStar Content to you. The limited rights granted herein solely relate and involve the specific rights of AstroStar listed below and do not extend to other intellectual property rights or interests that exist now or may exist in the future, such rights being fully and completely reserved. Furthermore, AstroStar retains sole and complete right, title and interest in and to the Service or other AstroStar Content, as well as any and all ancillary intellectual property related thereto.

5.3 Specific License and Restrictions

Free of any associated charge or cost to you, AstroStar hereby grants you a non-exclusive, non-transferable, limited right license to access, use and display the Service specifically for personal, non-commercial use only. If at any time, in AstroStar's sole discretion, it is determined that you are utilizing the Service in a manner inconsistent with personal and non-commercial use, or if you otherwise fail to fully comply with these Terms of Service, AstroStar may terminate your license to use the Service without notice. Moreover, AstroStar reserves the right at any time in the future to charge a service fee and/or other specified fee or charge for continued use of this Service with reasonable notice to you. This license is fully and completely revocable at any time by AstroStar, with or without notice and for any or no reason. AstroStar makes no warranty as to suitability or use of the Service and limited license granted herein and you acknowledge, agree and otherwise consent that AstroStar shall have no liability arising from or in connection with your use of the Service.

AstroStar may design or otherwise configure the Service to include certain methods that enable AstroStar to identify the specific version of the Service being used by your Account. Said configurations may provide AstroStar with the ability to amend change or update the version of the Service being utilized without any further notice or interaction with you. In order to do this AstroStar retains the right to poll or otherwise access your Account or

preferences in order to provide the updated versions of the Service automatically in the most seamless and expeditious manner possible.

By use of the Service you acknowledge, agree and otherwise consent not to engage in, permit another person or entity to engage, or otherwise be related to or a part of the following restricted activities: (i) market, share, distribute, offer to sell, sell or otherwise make reproductions or copies of the Service in any way inconsistent with the rights of use provided by the license herein; (ii) remove any applicable, relevant identification, copyright, trademark or other notices relating to the intellectual property or other property of AstroStar; (iii) attempt to access source or object code of the Service, by methods including reverse engineering or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language; (iv) amend, change, modify (including the creation of any derivative or other works) the Service; (v) attempt to disable any digital rights management or copy protection aspects of the Service, not already specifically prohibited by existing laws; (vi) create code, software or other program that incorporates any elements of the Service; (vii) attempt to hack into, compromise or otherwise access the object or source code of the Service for any purposes, personal or commercial, without the express written permission of AstroStar; or (viii) interrupt or attempt to interrupt the operation of the Service in any way. To the extent that you fail to comply with the prohibitions listed above, you agree, without any further compensation or remuneration to assign, give or otherwise transfer all concepts and ideas, and all materials, products, related modifications thereto and any independent intellectual property rights developed or prepared by or for you in connection with the Service including without limitation all text, images, music, audio, video and other information, website frames, and all HTML, Java, flash or other code relating thereto, as the exclusive property of AstroStar, and all right, title and interest thereto shall vest in AstroStar and they shall be deemed to be a "work made for hire" and made in the course of services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in AstroStar or such works may not be considered works made for hire, all right, title and interest therein are hereby irrevocably assigned to AstroStar. In the event that you engage any person, other than a regular employee, to design or develop the above listed elements, you will require each such person to execute a written agreement assigning all rights in the work performed by such person in connection with these Terms of Service to AstroStar. All elements shall belong exclusively to AstroStar with AstroStar having the right to obtain and hold in its own name all copyright, patent, and trademark registrations, and such other protections as may be appropriate to the subject matter, and any applications, extensions, continuations and renewals thereof and all merchandising rights therein. Moreover, you agree to give AstroStar and any person designated by it, any reasonable assistance required to perfect the rights defined in this section.

You agree not to use bots, spiders or other intelligent agent software or methods for any purpose other than accessing publicly posted portions of the Service and then only for the purposes consistent with these Terms of Service.

IN ACCORDANCE WITH AND NOT INTENDING TO LIMIT ANY OF THE PROVISIONS OR PROTECTIONS PREVIOUSLY SET FORWARD, DUPLICATION, COPYING OR ANY FORM OF REPRODUCTION OF THE SERVICE OR RELATED INFORMATION, MATERIALS OR OTHER CONTENT TO ANY OTHER SERVER OR LOCATION FOR THE PURPOSES OF DUPLICATION, COPYING OR ANY OTHER FORM OF REPRODUCTION IS EXPRESSLY AND EXPLICITLY PROHIBITED.

5.4 Your Grants of Rights

You acknowledge that AstroStar does not actively solicit the submission of User Content from users of the Service. However, in the event that you choose to submit any User Content, you hereby acknowledge and agree that, by doing so, you automatically grant, represent, and warrant the following:

5.4.1 By submitting User Content, you grant AstroStar a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to use, reproduce, distribute, remove, and analyze your User Content as deemed necessary or desirable by AstroStar for any purpose related to the operation of the Service. This includes but is not limited to, activities such as creating, providing, managing, debugging, testing, and offering support for AstroStar.live or any other online service locations operated by AstroStar.

5.4.2 Additionally, you grant AstroStar a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to copy, modify, and reproduce your User Content for marketing and promotional purposes connected to AstroStar, across any media known or unknown. You affirm that your Submitted Content will not infringe upon copyright or other proprietary rights unless you possess the necessary permissions or legal entitlement to post the material and grant the aforementioned license.

5.4.3 To each User of the Service, you grant a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, and perform your User Content solely for personal, non-commercial use.

5.4.4 To the extent required, you grant AstroStar a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to use your name, likeness, and voice in connection with any authorized use of your User Content as specified in this Section 5.

5.4.5 Subject to the terms outlined herein, you grant AstroStar the perpetual and irrevocable right to delete any or all of your User Content from AstroStar.live or any other part of the Service, whether intentionally or unintentionally, for any reason or no reason, without incurring any liability to you or any other party.

Furthermore, in accordance with your rights to the Content you submit, post, or display through the Services:

By submitting, posting, or displaying Content on or through the Services, you grant AstroStar a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such

Content through any and all media or distribution methods, whether existing now or developed in the future. This license encompasses actions such as curating, transforming, and translating.

This license empowers AstroStar to make your Content accessible to a global audience and to allow others to do the same. You agree that this license includes the right for AstroStar to provide, promote, and enhance the Services, as well as to enable the availability of Content submitted through the Services to other entities for syndication, broadcast, distribution, reposting, promotion, or publication on alternate media and platforms. Such additional uses, whether by AstroStar or other entities, are undertaken without any compensation to you in relation to the submitted Content. Your usage of the Services is mutually understood as adequate compensation for the Content and the rights granted herein.

6. Charges and Billing

6.1 Fees

Currently, there are no fees charged for a membership, which provides limited access and use of some parts of the Service, however, AstroStar retains the right to charge fees to access or use the entirety of the Service in the future. Additionally, certain aspects of the Service are only provided and available to those Users opting for a paid subscription. These fees and charges are described on the Service, and in the event you elect to use paid aspects of the Service, you agree to the pricing, payment and billing policies applicable to such fees and charges. AstroStar retains the rights to add new services for additional fees and charges, or proactively amend fees and charges for existing services, at any time in its sole discretion. At any time following your subscription or activation of your Account, you may access your account information to determine whether it is current and accurate, and, if not, make any necessary and relevant additions, changes or corrections. Your failure to comply with this term (including providing any false or misleading registration data) may result in the immediate suspension or termination of your account and right or license to access the Service without any refund of any sums you may have paid as a subscriber.

You agree that all purchases of AstroStar virtual currency are final and nonrefundable. You agree that any purchases of AstroStar virtual currency will be forfeited if your Account is shut down, frozen or terminated for any reason. You agree, acknowledge and consent that virtual currency does not have any monetary value and is not to be bought, sold, offered for sale, bartered or otherwise traded, unless specifically authorized by AstroStar in writing. Moreover, any and all unused virtual currency will expire after one (1) year from date of purchase or other receipt. Further, in AstroStar's sole discretion, Accounts that are unused for a period of time more than one (1) year will be terminated. You agree that the purchase of virtual currency is the purchase of a subscription service and that you have no property interest in the virtual currency. Furthermore, you agree that virtual currency is not a gift certificate and shall not be treated as such.

AstroStar reserves the right to add, change, delete or discontinue any or all aspects or features of the Service, including, but not limited to, content, financial terms, availability, equipment needed for access or use, or even discontinue, cancel or terminate the Service in its entirety.

You agree to pay all fees or charges incurred by your Account, including applicable taxes, in accordance with these Terms of Service and the billing terms that are in effect at the time that the fee or charge becomes payable. Unless otherwise indicated, all prices are in US Dollars and do not include charges for broadband, telecommunications services, computer (desktop, laptop and mobile) hardware, mobile phones and any other equipment.

You acknowledge and agree that you are solely responsible for obtaining and maintaining all broadband, telecommunications services, computer (desktop, laptop and mobile) hardware, mobile phones and equipment needed to access and use the Service.

6.2 Billing Information

You agree that to the extent that you provide AstroStar payment information, you represent that you are an authorized User of the chosen method of payment, and that all payment information you provide, including but not limited to your name, credit card or other payment account identifying number, expiration date, security codes, billing address, and any other payment information will be current, complete, true and accurate.

7. Service Termination, Suspension and Changes

ASTROSTAR RESERVES THE RIGHT TO TERMINATE, SUSPEND, OR CHANGE ANY SERVICE OR FEATURE OF THE SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT ASTROSTAR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, OR CHANGE. IN THE EVENT THAT THE SERVICE IS TERMINATED, SUSPENDED, OR CHANGED, YOU WILL NOT RECEIVE ANY REFUND.

8. Communication Services

The Service may include communication tools to enable you to communicate with other Service Users such as, for example, broadcasts, instant messaging, bulletin boards, news feeds, comment sections, forums, communities, personal web pages, blogs, calendars, photo albums, file exchange tools, text, voice and/or video chat areas, and other communication tools (collectively the “**Communication Services**”). You agree to use the Communication Services only to post, send, and receive communications that are in accordance with the rules of conduct set forth in this Section 8. We reserve the right to terminate or suspend your access to any or all of the Communication Services at any time, without notice, for any reason or for no reason.

We are not responsible for communications made by other Users via the Communication Services. You acknowledge that communications made via the Communication Services are not controlled or endorsed by AstroStar, and that such communications shall not be considered reviewed, screened or approved by AstroStar. We are not responsible for communications made by you via the Communication Services. You acknowledge and agree that unless otherwise noted in our Privacy Policy your communications made via the Communication Services are public and not private communications and that you have no expectation of privacy concerning your use of the Communication Services. You acknowledge and agree that personal information that you communicate via the Communication Services may be seen and used by others and result in widespread distribution of such information depending on the Account settings you have selected. We

strongly encourage you not to disclose any personal information in your public communications via the Communication Services unless you wish such information to be made permanently available to the public.

You acknowledge and agree that AstroStar has the right, but not the obligation, to monitor any communications made via the Communication Services, to alter, remove, or refuse to post or allow to be posted or stored any communications made via the Communication Services, to monitor and/or filter any communication made via the Communication Services, and to disclose any communications made via the Communication Services and the circumstances surrounding the transmission thereof, to any third party in order, (a) to operate the Service, (b) to protect AstroStar and its employees, officers, directors, shareholders, agents, representatives, affiliates, Users, and visitors, (c) to comply with legal obligations or governmental requests, and/or (d) to enforce this Agreement.

Communications made via the Communication Services reflect only the views of their authors. AstroStar specifically disclaims any liability with regard to communications made via the Communication Services and specifically disclaims any liability with regard to any actions resulting from your participation in any Communication Services.

Some Users may have managerial or moderator status with respect to the Communication Services. Unless specifically so designated, such Users are not authorized AstroStar spokespersons, and their views do not necessarily reflect those of AstroStar.

You have the option to mute, block or hide certain communications or content through your Account settings. For more information about how to tailor who can watch your content or what content you see, please take a look at Privacy Policy.

9. Rules of Conduct

You agree that you will not:

9.1 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service, including its Communication Services, pyramid schemes, chain letters, junk email, spam, or any duplicative or unsolicited messages, commercial or otherwise.

9.2 Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.

9.3 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service, including its Communication Services, any material that is harmful, abusive, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity, hateful, or racially, ethnically or otherwise offensive, objectionable or otherwise inappropriate as determined by AstroStar in its sole discretion.

9.4 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service, including its Communication Services, any material or information that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others, such as images, photographs, sound files, text files, graphics files, and any other material or information.

9.5 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service, including its Communication Services, any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Service, other Users' access to the Service or other Users' hardware.

9.6 Except as expressly authorized by AstroStar in writing, advertise or offer to sell or buy any goods or services for any purpose.

9.7 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service, or its Communication Services, any material for which copyright management or digital rights management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material has been falsified, deleted, or otherwise disabled.

9.8 Violate any applicable laws or regulations, or promote or encourage any illegal activity.

9.9 Impersonate another User or create a false identity, including but not limited to identities falsely indicating that the User is another Service User, a celebrity or other well-known person, or a AstroStar representative.

9.10 Collect in any manner information regarding any User or Users of the Service, or other information regarding the Service or any part thereof, or distribute such information to any third party.

9.11 Gain or attempt to gain unauthorized access to the Service, to unpublished information or material, to other Users' Account information, or to computer systems and/or networks connected to the Service, such as through hacking, phishing, password mining, social engineering, and/or any other method to gain or attempt to gain unauthorized access.

9.12 Make false reports to the Service administrators.

9.13 Publish, post, upload, transmit, distribute, disseminate or otherwise make available on the Service any hacks, exploits, cheats, bots, automation software, mods or any other unauthorized third-party software designed to modify the Service experience without the prior express written consent of AstroStar.

9.14 Take any action that imposes or may impose (as determined by AstroStar in its sole discretion) an unreasonable or disproportionately large load on AstroStar's (or its third party providers') infrastructure.

9.15 Resell or make any commercial use of the Service without the prior express written consent of AstroStar.

9.16 Engage in fraudulent transactions.

9.17 Offer to transfer, buy, auction, rent, lease, loan or sell access to your Service Account.

10. Newsletters

By providing your email address to AstroStar you understand you may receive periodic emails regarding current and future services offered by AstroStar. You may unsubscribe at any time by following the directions contained in each electronic newsletter or contacting us. See our Privacy Policy for more information.

11. Jurisdictional Issues and Export Control Laws

The Services controlled and operated by AstroStar from its offices within the United States. We make no representation that the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree not to use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. Without limited the foregoing, the Service may not be exported or re-exported (a) into (or to a national resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By accessing and using the Service, you represent and warrant that you are not located in, under control of, or a national resident of any such country or on any such list.

12. Links to Third-Party Sites

The Service may link to third party sites ("Linked Sites"). AstroStar does not control these Linked Sites and we are not responsible for the information of the Linked Sites, for the business practices or privacy policies of the Linked Sites, or for the collection, use or disclosure of any information by the Linked Sites. AstroStar provides links to the Linked Sites only as a matter of convenience, and the inclusion of any link does not imply an endorsement by AstroStar of any Linked Site. For more information, see our Privacy Policy.

13. Disclaimer of Warranty; Limitation of Liability

To the maximum extent allowed by law, neither AstroStar nor its affiliates, subsidiaries, officers, directors, stockholders, employees, licensors, distributors, sublicensees, agents or subcontractors (collectively, the "AstroStar Parties") warrant any connection to, transmission over, or results or use of, any network connection or facilities provided or failed to be provided through the Service. You are responsible for assessing your own computer and transmission network needs, and the results to be obtained therefrom.

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION. ASTROSTAR PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT WARRANT THAT YOU WILL BE ABLE TO

ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT ASTROSTAR WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. ASTROSTAR ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE OF THE SERVICE, OR ANY OTHER LOSS FROM DELAYS, NON-DELIVERIES, ERRORS, SYSTEM DOWN TIME, MIS-DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ASTROSTAR, BY THIRD PARTIES, OR BY YOU OR OTHER THE SERVICE USERS.

WE MAKE NO GUARANTEES THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR WILL PROVIDE ANY BENEFIT.

NOT ALL INFORMATION DESCRIBED IN THE APP ARE SUITABLE FOR EVERYONE. THE SERVICE IS INTENDED ONLY AS A TOOL WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL LIFESTYLE GOALS. YOU ACKNOWLEDGE THAT IF YOUR ACTIVITIES ENCOURAGED OR INSPIRED BY THE SERVICE INVOLVE ANY RISKS, YOU ASSUME THOSE RISKS AND UNDERSTAND AND AGREE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY AND CHILDREN (BORN AND UNBORN, AS APPLICABLE), AND ALL DECISIONS NOW AND IN THE FUTURE.

THE SERVICE IS NOT INTENDED TO BE A SUBSTITUTE FOR ANY PROFESSIONAL ADVICE, INCLUDING BUT NOT LIMITED TO (A) PROFESSIONAL MEDICAL OR PSYCHIATRIC ADVICE, DIAGNOSIS, OR TREATMENT, OR (B) PROFESSIONAL LEGAL ADVICE. NEVER DISREGARD OR DELAY SEEKING PROFESSIONAL MEDICAL ADVICE OR OTHER PROFESSIONAL ADVICE. YOUR RELIANCE ON THE INFORMATION PROVIDED BY THE SERVICE IS SOLELY AT YOUR OWN ELECTION OR CHOICE. ANY AND ALL DECISIONS THAT YOU MAKE THAT ARE BASED IN WHOLE OR IN PART UPON INFORMATION PROVIDED BY THE SERVICE WILL BE YOUR SOLE AND EXCLUSIVE RESPONSIBILITY.

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ASTROSTAR, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE ASTROSTAR PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE OR BY USE OF THE SERVICE OR ANY RELATED PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ASTROSTAR IS TO STOP USING THE SERVICE, AND TO

CANCEL YOUR ACCOUNT(S). IN NO CASE SHALL ANY LIABILITY OF THE ASTROSTAR PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID TO ASTROSTAR OR ITS DESIGNEES FOR THE APPLICABLE SERVICES OR PRODUCTS GIVING RISE TO ANY SUCH LIABILITY. IN NO CASE SHALL THE ASTROSTAR PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE, THE PRODUCTS, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR INTERACTIONS WITH ASTROSTAR.

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, THE LIABILITY OF ASTROSTAR AND THE ASTROSTAR PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THE ASTROSTAR PARTIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE CONTENT AND/OR RELATED INFORMATION PUBLISHED AS PART OF THE SERVICE FOR ANY PURPOSE. THE CONTENT AND RELATED INFORMATION PUBLISHED AS PART OF THE SERVICE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

ASTROSTAR EXPRESSLY DISCLAIMS ALL REPRESENTATION AND WARRANTIES REGARDING PRODUCTS, GOODS OR SERVICES YOU OBTAIN FROM THIRD PARTIES DURING YOUR USE OF THE SERVICE. YOU AGREE TO LOOK SOLELY TO THIRD PARTIES FOR ANY AND ALL CLAIMS REGARDING SUCH TRANSACTIONS WITH THIRD PARTIES.

YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, ASTROSTAR SHALL NOT BE LIABLE TO YOU FOR THE LOSS OF ANY DATA OR ELECTRONIC FILES, FOR ANY REASON WHATSOEVER.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY HEREIN, DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM ASTROSTAR INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14. Termination and Survivability of Terms

These Terms of Service set forth herein continue to remain in full force and effect until such time as terminated by either party. In the event that you terminate or breach these Terms of

Service, you will forfeit your right to any and all payments you may have made for pre-purchased access to the Service.

You agree and acknowledge that you are not entitled to any refund for any amounts that were pre-paid by the User prior to any termination. AstroStar reserves the right, in its sole discretion and without notice, to immediately terminate your Account and access to any or all of the Service or any portion thereof, at any time without further notice or compensation. Likewise, you retain full discretion to end or terminate your Account and discontinue use of the Service at any time, pursuant to the terms of this Agreement. The provisions of Sections 4 through 8 and 12 through 22 shall survive any termination of this Agreement.

15. Assignment

AstroStar may assign these Terms of Service, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Service without AstroStar's express prior written consent.

16. Indemnity

You agree to defend, indemnify and hold harmless AstroStar from and against all claims, losses, costs and expenses (including without limitation court costs and attorney's fees) arising out of (a) your use of, or activities in connection with the Service; (b) any violation of these Terms of Service by you or through your Account; or (c) any allegation that any User Content that you make available via the Service infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

17. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and AstroStar agree that any cause of action arising out of or related to the Terms of Service or the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. You agree that the provisions in this paragraph will survive any termination of your Account(s) or the Agreement and/or Service.

By your access to and use of the Service you hereby specifically acknowledge, agree and consent that you waive your constitutional and statutory right to a trial, by jury or otherwise, and that you agree that any suit, action, proceeding, dispute, controversy or claim ("**Dispute**") arising out of or relating to these Terms of Service, the Service or any of the transactions contemplated herein or related to these Terms of Service or the Service (including without limitation, statutory, equitable or tort claims) will be dealt with in accordance with the following procedures, except to the extent you have in any manner violated or threatened to violate AstroStar's intellectual property rights (for example,

trademark, trade secret, copyright, or patent rights). Under such circumstances AstroStar may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described below. All parties shall first attempt to negotiate all Disputes informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations shall commence following the receipt of a notice in writing by one of the parties sent to the other. AstroStar will send its notice to your billing address and a copy to the email address you have provided to us (if any). You may send any notice to AstroStar to the address listed above.

If the Dispute is not resolved through informal negotiations the Dispute (except those Disputes expressly excluded below) shall be finally and exclusively resolved by binding arbitration before a sole arbitrator. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

If you are a resident of the United States, any controversy between the parties hereto involving any claim arising out of or relating to this Agreement shall submit to arbitration under the DRAA and be finally settled by arbitration in the Delaware Court of Chancery, Delaware, USA, in accordance with the Delaware Rapid Arbitration Act.

For residents outside the United States, any arbitration shall be initiated in Hong Kong and shall be administered, using the English language, by the Hong Kong International Arbitration Centre (the “**HKIAC**”) under the HKIAC Administered Arbitration Rules in force at the time of delivery of the arbitration notice, by one arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of HKIAC arbitrators. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court.

Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys’ fees). The arbitrator will decide the rights and liabilities, if any, of you and **AstroStar**. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms of Service. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have (including injunctive relief). The award of the arbitrator is final and binding upon you and us.

The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. Use of the Application is not authorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation, this section. The parties agree that any arbitration shall be limited to the Dispute between you and AstroStar individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

18. Jurisdiction and Choice of Law

To the extent not covered by the Dispute Resolution provisions above, any disputes between you and AstroStar shall be subject to the exclusive jurisdiction and venue of the courts located in the State of Delaware, USA, and shall be governed by or construed under the laws of [the State of Delaware], without regard to principles of conflict of laws. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any counterpart delivered electronically (including by .pdf transmission or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) shall be binding to the same extent as an original counterpart with regard to any agreement subject to the terms hereof or any amendment thereto. This Agreement shall not be amended nor any section hereof waived without the written consent of Purchaser and the Company.

Arbitration. Any controversy between the parties hereto involving any claim arising out of or relating to this Agreement shall submit to arbitration under the DRAA and be finally settled by arbitration in the Delaware Court of Chancery, Delaware, USA, in accordance with the Delaware Rapid Arbitration Act.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree that if you choose to access any Service from outside of the United States, other laws may apply and those laws shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof.

The sections on Disclaimer of Warranty, Limitation of Liability and Indemnity do not apply to New Jersey residents.

19. Severability

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

20. Complete Agreement

These Terms of Service, including the documents expressly incorporated by reference, constitute the entire Agreement between you and AstroStar with respect to its subject matter. This Agreement supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and AstroStar with respect to its subject matter and you represent that you have not relied on any such communications in accepting this Agreement.

21. Procedure for Alleging Copyright Infringement

AstroStar respects the intellectual property rights of others, and expects those who use the Service to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement in the U.S.A., please notify AstroStar of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act ("**DMCA**"), 17 U.S.C. § 512(c)(2), named below:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We will respond to notices of claimed copyright infringement in accordance with the [DMCA](#). It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. Our designated Copyright Agent to receive [DMCA](#) Notices is:

Beacon Interactive Inc.

8 The Green, STE A

Dover, DE 19901

Email: admin@astrostar.live

22. General Provisions

Our performance of these Terms of Service is subject to existing laws and legal process, and nothing contained in these Terms of Service is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of any Service or information provided to or gathered by AstroStar with respect to such use.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of AstroStar shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of AstroStar.

The parties hereby acknowledge and agree that AstroStar would be irreparably damaged if these Terms of Service were not specifically enforced. Therefore AstroStar shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Service, in addition to such other remedies as AstroStar may otherwise have available to it under applicable laws.

The parties agree that all correspondence relating to this Agreement shall be written in the English language.

Contact. You may contact AstroStar at the following address:

Beacon Interactive Inc.

8 The Green, STE A

Dover, DE 19901

Email: admin@astrostar.live

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE AND AGREE THAT MY USE OF THE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS OF SERVICE.

If at any time you wish to obtain an additional copy of the above Terms of Service, please visit www.astrostar.live and again review or print the Terms of Service.