

Stellar Access - Terms and Conditions

Effective Date: *March 21, 2024*

These Terms and Conditions ("Terms," "Agreement") govern your use of the website www.stellaraccess.com (the "Site") and any related services, tools, applications, or other offerings provided by Stellar Access, LLC ("Stellar Access," "we," "us," or "our"). By accessing or using the Site or any of our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Site or our Services.

1. Use of the Site and Services

a. Eligibility: You must be at least 18 years old and have the legal capacity to enter into these Terms to use the Site and our Services. By using the Site or our Services, you represent and warrant that you meet these eligibility requirements.

b. License: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and our Services for your personal or internal business purposes.

c. Prohibited Activities: You agree not to:

- Violate any applicable laws, regulations, or third-party rights;
- Use the Site or our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or our Services;
- Use any data mining, robots, or similar data gathering or extraction methods;
- Attempt to access any portion of the Site or our Services that you are not authorized to access; or
- Engage in any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the Site or our Services.

2. User Accounts

a. Account Creation: In order to access certain features of the Site or use certain Services, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

b. Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

3. Intellectual Property

a. Ownership: All content, materials, and intellectual property rights associated with the Site and our Services, including but not limited to text, graphics, logos, images, audio clips, video clips, software, and code, are owned or licensed by Stellar Access and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

b. Limited License: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the content and materials on the Site solely for your personal or internal business purposes.

c. Restrictions: You agree not to modify, reproduce, distribute, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content or materials on the Site except as expressly permitted by these Terms.

4. Privacy

Your use of the Site and our Services is subject to our Privacy Policy, which is hereby incorporated by reference into these Terms.

5. Disclaimer of Warranties

THE SITE AND OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, STELLAR ACCESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6. Limitation of Liability

IN NO EVENT SHALL STELLAR ACCESS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR OUR SERVICES, WHETHER IN CONTRACT,

TORT, OR OTHERWISE, EVEN IF STELLAR ACCESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification

You agree to indemnify and hold harmless Stellar Access, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to your use of the Site or our Services, your violation of these Terms, or your violation of any rights of any other person or entity.

8. Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or in connection with these Terms or your use of the Site or our Services shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.

9. Changes to These Terms

We reserve the right to modify these Terms at any time. We will notify you of any material changes to these Terms by posting the updated Terms on the Site. Your continued use of the Site or our Services after the effective date of any such changes constitutes your acceptance of the modified Terms.

10. Contact Us

If you have any questions or concerns about these Terms, please contact us at info@stellaraccess.com