

Terms of Use

Innova Support by Stellarship — Business Client Agreement

Effective Date: May 1, 2026 | Last Updated: May 1, 2026

1. Introduction & Acceptance

These Terms of Use constitute a legally binding agreement between Stellarship (Owner) and the business entity (Client) that accesses or uses Innova Support, our AI-powered customer service chatbot platform.

By registering for, accessing, or using Innova Support, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the platform. These Terms apply to all users within your organization who access Innova Support under your account.

These Terms are designed to be compliant with the laws of Uganda and reflect the regulatory environment of the East African Community (EAC), including Kenya, Tanzania, Rwanda, Burundi, South Sudan, and the Democratic Republic of Congo.

2. Definitions

For the purposes of these Terms, the following definitions apply:

- **"Innova Support" or "Platform"**: The AI-powered customer service chatbot and all associated software, APIs, dashboards, and services provided by Stellarship.
- **"Client" / "Business Client"**: A registered business entity that has entered into an agreement with Stellarship to access and deploy Innova Support.
- **"End User"**: A customer or individual who interacts with Innova Support through a Client's deployment.
- **"Account"**: The Client's registered access credentials, configuration settings, and associated data on the Platform.
- **"Credit"**: A unit of prepaid or usage-based value that is consumed when the Platform processes interactions.
- **"Content"**: Any data, text, files, or materials submitted to or generated by the Platform.

3. Eligibility & Registration

Innova Support is a business-to-business (B2B) platform. To use it, you must be a duly registered legal entity (company, partnership, NGO, or similar) in good standing under the laws of your jurisdiction. Individuals using the Platform on behalf of a business represent and warrant that they have authority to bind that business to these Terms.

You agree to provide accurate, complete, and up-to-date registration information and to notify us promptly of any changes. Stellarship reserves the right to verify your business credentials and to decline or terminate accounts at its discretion.

4. Acceptable Use & Restrictions

4.1 Permitted Use

You may use Innova Support solely for lawful business purposes, including deploying the chatbot to handle customer service interactions on your own platforms, websites, or applications, in accordance with these Terms.

4.2 Prohibited Uses

You must not use Innova Support to:

- Engage in, facilitate, or promote any illegal activity, including fraud, money laundering, harassment, or the distribution of harmful content.
- Impersonate any person, company, or government authority in a manner that is misleading or deceptive to End Users.
- Train, fine-tune, or develop competing AI models using outputs or data derived from Innova Support without prior written consent from Stellarship.
- Resell, sublicense, white-label, or redistribute access to the Platform to third parties without an explicit reseller agreement with Stellarship.
- Circumvent, disable, or tamper with any security features, rate limits, or access controls on the Platform.
- Transmit malware, spam, or any code designed to harm Stellarship's infrastructure or End Users.
- Collect or harvest personal data from End Users beyond what is disclosed in your own privacy policy and consented to by those End Users.
- Deploy Innova Support in contexts involving critical infrastructure, medical diagnosis, legal advice, or financial decisions without appropriate disclaimers and human oversight.

4.3 Responsible AI Use

As a business deploying an AI product to your customers, you bear responsibility for ensuring that Innova Support is used ethically and transparently within your platform. This includes informing your End Users that they are interacting with an AI system, monitoring chatbot interactions for quality and appropriateness, and providing a mechanism for End Users to escalate to a human agent where needed.

5. Payment Terms

5.1 Pay-As-You-Go

Innova Support operates on a consumption-based model similar to prepaid mobile data. You purchase Credits in advance, and those Credits are deducted as your account processes interactions. There are no fixed monthly commitments unless you opt into a prepaid bundle.

5.2 Credit Top-Ups & Alerts

You may configure automatic top-up thresholds in your dashboard. Stellarship will send email alerts when your Credit balance falls below a defined threshold. Service may be suspended automatically if your balance reaches zero.

5.3 Pricing Changes

Stellarship reserves the right to revise Credit pricing at any time. We will provide at least 30 days' notice of any price change via email to your registered account address. Continued use of the Platform after the notice period constitutes acceptance of the new pricing.

5.4 Taxes

All prices are exclusive of applicable taxes, levies, or duties imposed by any governmental authority, including VAT in Uganda and equivalent taxes across EAC jurisdictions. You are responsible for paying all such taxes applicable to your purchases.

6. Data Ownership & Intellectual Property

6.1 Your Data

You retain full ownership of all data you submit to Innova Support, including End User conversation data, configuration settings, and any content you upload ("Client Data"). Stellarship does not claim ownership of Client Data.

6.2 Licence to Stellarship

By using the Platform, you grant Stellarship a limited, non-exclusive, royalty-free licence to process, store, and use Client Data solely for the purpose of providing and improving the Innova Support service. We will not use your Client Data to train general AI models that are made available to third parties without your explicit written consent.

6.3 Stellarship IP

All intellectual property rights in Innova Support — including the underlying AI models, algorithms, software, user interface, branding, and documentation — are and remain the exclusive property of Stellarship. These Terms do not grant you any rights in Stellarship's intellectual property other than the limited right to use the Platform as described herein.

6.4 Feedback

If you provide feedback, suggestions, or ideas about Innova Support, you grant Stellarship the right to use such feedback freely and without obligation or compensation to you.

7. Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other party in connection with the use of Innova Support (“Confidential Information”), and to use it solely for the purpose of performing obligations under these Terms. This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law.

8. Liability & Warranties

8.1 Disclaimer of Warranties

Innova Support is provided “as is” and “as available.” Stellarship makes no warranties, express or implied, regarding the Platform’s fitness for a particular purpose, uninterrupted availability, or the accuracy of AI-generated responses. You acknowledge that AI outputs may occasionally be incorrect or incomplete and must be used with appropriate human oversight.

8.2 Limitation of Liability

To the maximum extent permitted by applicable law, Stellarship’s total liability to you for any claim arising out of or relating to these Terms or the use of Innova Support shall not exceed the total amount of Credits purchased by you in the three (3) months preceding the event giving rise to the claim.

Stellarship shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of data, or reputational harm, even if advised of the possibility of such damages.

8.3 Your Indemnity

You agree to indemnify and hold harmless Stellarship, its officers, employees, and partners from and against any claims, damages, or expenses (including legal fees) arising from your use of Innova Support in violation of these Terms, your own applicable laws, or the rights of any third party.

9. Violations, Suspension & Termination

9.1 Minor Violations

For violations that are non-critical in nature — such as minor misuse of the chatbot, inadvertent policy breaches, or late payments — Stellarship will issue a written warning via email, detailing the breach and the corrective action required. The Client will have 14 days to remedy the breach. Failure to do so will result in suspension of the account.

9.2 Serious Violations

The following constitute serious violations that will result in immediate account suspension or termination without prior warning:

- Using Innova Support to facilitate illegal activity, fraud, or harm to End Users.
- Unauthorized resale or redistribution of the Platform to third parties.

- Deliberate attempts to reverse-engineer, copy, or misappropriate Stellarship's intellectual property.
- Providing false information during registration or account management.
- Any action that poses a significant security risk to Stellarship's infrastructure or other clients.

9.3 Effect of Termination

Upon termination, your right to access Innova Support ceases immediately. Any unused Credits at the time of termination for a serious violation are forfeited. For terminations following a minor violation process or voluntary closure, Stellarship will offer a prorated refund of unused Credits at its discretion.

9.4 Voluntary Termination

You may terminate your account at any time by providing 30 days' written notice to info@stellarship.org. Stellarship may similarly terminate this agreement with 30 days' written notice for any reason.

10. Service Availability

Stellarship targets a platform uptime of 99.5% measured monthly, excluding scheduled maintenance windows. Scheduled maintenance will be communicated at least 48 hours in advance. Stellarship does not guarantee uninterrupted service and shall not be liable for disruptions caused by third-party infrastructure, internet connectivity issues, or force majeure events including power outages, natural disasters, or government-ordered shutdowns.

11. Governing Law & Dispute Resolution

11.1 Governing Law Cap 97

These Terms shall be governed by and construed in accordance with the laws of the Republic of Uganda, including the Data Protection and Privacy Act 2019 Cap 97, the Electronic Transactions Act 2011 Cap 99, and the Computer Misuse Act 2022 Cap 96, without regard to conflict of law principles.

11.2 EAC Regulatory Compliance

Clients operating in other EAC member states — Kenya, Tanzania, Rwanda, Burundi, South Sudan, and the Democratic Republic of Congo — are responsible for ensuring their own compliance with applicable local laws in their respective jurisdictions. Stellarship will make reasonable efforts to support compliance with major EAC data protection frameworks.

11.3 Dispute Resolution

In the event of a dispute arising from these Terms, the parties agree to first attempt resolution through good-faith negotiation for a period of 32 days. If unresolved, either party may refer the dispute to:

- Any **ADR** (Alternative Dispute Resolution) method.
- **Ugandan courts:** The Magistrate courts in Kampala, for matters where both parties are based in Uganda.
- **International arbitration:** For cross-border disputes, arbitration under the rules of the Kigali International Arbitration Centre (KIAC) or such other mutually agreed arbitration body. The seat of arbitration shall be Kampala, Uganda, and proceedings shall be conducted in English.

12. General Provisions

12.1 Entire Agreement

These Terms, together with any Order Form, Data Processing Agreement, or supplemental agreements signed between the parties, constitute the entire agreement between you and Stellarship with respect to Innova Support.

12.2 Amendments

Stellarship may update these Terms from time to time. We will notify you by email at least 30 days before material changes take effect. Your continued use of the Platform after that period constitutes acceptance of the revised Terms.

12.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

12.4 Waiver

Failure by Stellarship to enforce any provision of these Terms does not constitute a waiver of its right to enforce that provision in the future.

12.5 Assignment

You may not assign or transfer your rights or obligations under these Terms without Stellarship's prior written consent. Stellarship may assign its rights to a successor entity in the event of a merger, acquisition, or reorganization.

13. Contact Information

For questions about these Terms, contractual enquiries, or notices, please contact:

Stellarship — Legal & Compliance

Email: info@stellarship.org

Website: www.stellarship.org