

# ASTERFIVE REPLY™

## TERMS AND CONDITIONS AGREEMENT

AsterFive LLC  
Last Updated: May 3, 2026

### 1. Agreement to Terms

By paying an invoice, accepting a proposal, starting a free trial, granting AsterFive™ access to a Google Business Profile, or otherwise using AsterFive Reply™, the restaurant, business, owner, manager, or authorized representative receiving the service (the "Client") agrees to these Terms and Conditions (the "Terms"). AsterFive Reply™ is provided by AsterFive™ LLC, a New Jersey limited liability company ("AsterFive," "we," "our," or "us").

These Terms apply only to AsterFive Reply and related review-response services. They do not apply to CoolerCount, which is a separate end-user software product governed by its own EULA and related product terms.

### 2. Description of AsterFive Reply™

AsterFive Reply is a restaurant review-response service. The service may include retrieving or receiving publicly available Google customer reviews, reviewing and assessing review content, composing professional reply language using a combination of human review, editorial judgment, automation, and artificial intelligence tools, and posting approved or pre-authorized replies to the Client's Google Business Profile or other supported review platform.

AsterFive Reply may also include email or text message alerts, weekly summary reports, monthly reporting, performance summaries, sentiment observations, and other review-management support. These features may be enabled, disabled, modified, or discontinued as part of normal service administration.

### 3. Client Authorization and Google Business Profile Access

Client represents that it has the authority to grant AsterFive access to the applicable Google Business Profile or other online listing account. Client authorizes AsterFive to access the account as reasonably necessary to provide AsterFive Reply, including downloading or viewing reviews and posting replies on Client's behalf.

Google or another third-party platform may technically provide account privileges broader than the permissions AsterFive needs. AsterFive will use such access only for the purpose of providing the agreed service, unless Client separately authorizes additional work.

Client is responsible for maintaining proper ownership, management rights, account credentials, and access permissions for its Google Business Profile and any other third-party accounts used in connection with the service. Client must promptly notify AsterFive if access should be modified, suspended, or revoked.

### 4. Review Replies, Client Approval, and Responsibility for Posted Content

AsterFive will use reasonable professional judgment to prepare review replies intended to be courteous, appropriate, and consistent with the Client's business. However, Client remains responsible for the public statements made on its business profiles, including review replies posted by AsterFive with Client's authorization.

Depending on the service arrangement, Client may approve all replies before posting, approve only certain categories of replies, or authorize AsterFive to post replies without prior review. If Client authorizes posting without prior review, Client accepts responsibility for promptly reviewing posted replies and notifying AsterFive of any desired correction, removal, or revision.

AsterFive does not guarantee that any reply will improve ratings, prevent negative reviews, change customer sentiment, increase sales, avoid disputes, or produce any particular business result. AsterFive is not responsible for a customer's reaction to any review reply, for changes made by Google or other platforms, or for the ranking, visibility, removal, filtering, or display of reviews or replies.

## 5. Use of Artificial Intelligence and Human Supervision

AsterFive Reply may use artificial intelligence tools to assist with drafting, analysis, summarization, categorization, tone adjustment, and related content-generation tasks. AI-generated content may be inaccurate, incomplete, repetitive, or inappropriate in particular circumstances. AsterFive uses human supervision and review processes as part of the service, but Client acknowledges that review replies and reports remain judgment-based communications and are not guaranteed to be error-free.

Client should notify AsterFive promptly about preferred tone, prohibited statements, special customer-service policies, legal sensitivities, disputes, employee issues, health or safety incidents, food allergy concerns, or any other matter that should affect how a review reply is written. AsterFive is not responsible for failing to include information that Client has not provided.

## 6. Client Information, Accuracy, and Cooperation

Client agrees to provide accurate, current, and complete business information reasonably needed to provide the service, including business name, location, contact information, Google Business Profile details, preferred response style, and any account authorization information. Client is responsible for keeping this information current.

Client agrees not to provide false, misleading, unlawful, confidential, private, defamatory, discriminatory, or otherwise improper instructions or content for use in review replies. Client is responsible for the accuracy of any facts, policies, offers, employee information, hours, menu details, pricing, refunds, or customer-specific information that Client asks AsterFive to include in a reply.

## 7. Subscription Fees, Billing, and Payment

AsterFive Reply is provided as a recurring subscription service. Unless otherwise agreed in writing, Client may be billed monthly, quarterly, annually, or on another agreed billing cycle. Client agrees to pay all fees when due.

AsterFive may use third-party payment processors, including Stripe or comparable providers, to process payments. AsterFive does not store full payment card information on its own servers. Client's use of any payment processor may be subject to that processor's terms and privacy policy.

AsterFive may modify pricing, packages, or included service levels upon notice to Client. Unless otherwise stated, pricing changes will apply at the next renewal or billing period.

## 8. Cancellation and Refund Policy

Client may cancel AsterFive Reply at any time. If Client cancels before the end of a prepaid billing period, AsterFive will refund 100% of the prepaid balance for the period beginning after the end of the then-current monthly service period and continuing through the end of the prepaid billing period.

For example, if Client prepaid annually through November 30 and cancels in the middle of June, service will continue through June 30 and Client will be entitled to a refund for the prepaid period from July 1 through November 30.

Clients billed monthly may cancel during the month, and future monthly billing will stop. Service will continue through the end of the current monthly service period unless AsterFive and Client agree otherwise. This section is intended to be consistent with AsterFive's then-current refund policy, which may provide additional procedural details.

Refunds do not include payment-processing charges, bank fees, taxes, chargeback fees, custom work, design work, printed materials, professional services, or other non-subscription charges, unless AsterFive agrees otherwise in writing or applicable law requires otherwise.

## 9. Free Trials and Promotional Offers

AsterFive may offer free trials or promotional pricing for AsterFive Reply. The length, included features, location limits, and conditions of any free trial or promotion will be as stated in the applicable offer. AsterFive may modify or discontinue free trial offers at any time.

Unless the applicable offer states otherwise, a free trial does not guarantee continued access after the trial period ends. If Client does not convert to a paid subscription, AsterFive may suspend or terminate access to the service and may delete or archive trial-related data after a reasonable period.

## **10. Service Interruptions and Third-Party Platform Changes**

AsterFive will use commercially reasonable efforts to provide the service consistently, but technology services may be interrupted by internet outages, software errors, security incidents, third-party platform changes, API limits, Google access issues, account-permission problems, payment issues, or events outside AsterFive's control.

If a full AsterFive-controlled service outage prevents AsterFive from providing the core review-response service for more than four consecutive business days or more than six individual days during a monthly billing period, Client may request a credit or refund for that month's service. This remedy does not apply to outages or delays caused by Google, other third-party services, Client account issues, Client's failure to provide access, or force majeure events.

Client is responsible for its own internet access, email systems, phone systems, devices, account access, business listings, and other technology needed to receive or use the service.

## **11. Third-Party Services and Platform Rules**

AsterFive Reply may depend on third-party services, platforms, APIs, and software, including Google, OpenAI or other AI providers, Stripe, Twilio, LocalClarity, Amazon Web Services, email providers, hosting providers, analytics providers, and other vendors. Client acknowledges that such third-party services are not controlled by AsterFive and may change, suspend, restrict, or discontinue features or access.

Client agrees to comply with the terms, policies, and community standards of Google and any other review platform or third-party service used in connection with AsterFive Reply. AsterFive is not responsible for a third-party platform's decision to remove, reject, hide, filter, reorder, flag, suspend, or otherwise affect any review, reply, account, listing, or business profile.

## **12. Review Solicitation and Compliance with Review-Site Policies**

AsterFive Reply is primarily a review-response service. To the extent any review-request, messaging, survey, or reputation-management feature is offered or used, Client must comply with the terms and policies of all applicable review platforms and all applicable laws.

Client may not use AsterFive Reply to engage in review gating, misleading review collection, improper incentives, selective solicitation, suppression of negative feedback, or any practice prohibited by Google, Yelp, TripAdvisor, Facebook, or any other applicable platform. If AsterFive believes Client is using the service in a way that violates platform rules or applicable law, AsterFive may suspend the affected service, request corrective action, or terminate the service.

## **13. Communications, SMS, and Email Compliance**

If Client uses or requests any text-message, email, or customer-contact feature, Client is responsible for obtaining all legally required consents from recipients and for complying with applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and any similar federal or state requirements.

If Client provides a mobile telephone number to AsterFive, Client consents to receive service-related text messages from AsterFive at that number. Client may opt out of nonessential text communications as permitted by law and by the instructions provided in the message.

## **14. Confidentiality, Data Privacy, and Security**

AsterFive will use reasonable administrative, technical, and organizational measures to protect Client information. AsterFive will not sell Client's private information. AsterFive may use Client information as necessary to provide, improve, administer, secure, and support the service, and as otherwise described in AsterFive's Privacy Policy.

AsterFive may use contractors, service providers, and business partners to help provide the service. Such parties may have access to Client information only as reasonably needed to perform services for AsterFive and are expected to protect such information under appropriate confidentiality or service obligations.

Client acknowledges that Google reviews and AsterFive-posted replies are public or intended for public display. AsterFive may use publicly available review content, public business listing information, and non-confidential, aggregated, or de-identified information for service delivery, quality control, internal analysis, and service improvement.

## 15. Ownership and Intellectual Property

AsterFive owns all right, title, and interest in and to the AsterFive Reply service, website, software tools, workflows, templates, reports, service methods, documentation, branding, trade names, trademarks, and other AsterFive materials, except for Client content and third-party materials.

Client retains ownership of Client's business information, logos, photos, internal instructions, and other materials provided by Client. Client grants AsterFive a limited right to use such materials as reasonably necessary to provide the service.

Unless otherwise agreed in writing, review replies drafted and posted for Client as part of the paid service may be used by Client for its own business purposes. AsterFive retains ownership of its underlying tools, templates, prompts, workflows, processes, know-how, and service methods.

## 16. Marketing and Publicity

AsterFive will not use Client's name or logo in marketing materials without Client's permission. However, AsterFive may refer internally to the services provided to Client and may use public, aggregated, or de-identified information for analysis, case studies, and service improvement, provided such use does not disclose confidential Client information.

## 17. Prohibited Uses

Client may not use AsterFive Reply to post or request content that is false, misleading, unlawful, defamatory, harassing, discriminatory, obscene, threatening, deceptive, infringing, or otherwise improper. Client may not use the service to impersonate another person, manipulate reviews unlawfully, retaliate against reviewers, disclose private customer information, or violate any third-party platform policy.

AsterFive may refuse to draft or post any reply that AsterFive believes is inappropriate, unlawful, misleading, unsafe, or inconsistent with professional review-response practices.

## 18. Suspension and Termination

AsterFive may suspend or terminate the service if Client fails to pay fees when due, revokes necessary account access, violates these Terms, violates platform rules, creates legal or reputational risk, provides unlawful instructions, or uses the service in a way that AsterFive reasonably believes could harm AsterFive, Client, a third party, or the integrity of the service.

Upon termination, AsterFive may stop monitoring reviews, drafting replies, posting replies, sending reports, and maintaining account access. Client is responsible for preserving any reports, communications, or business records it wishes to retain.

## 19. Disclaimer of Warranties

ASTERFIVE REPLY IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTERFIVE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, AND RESULTS.

ASTERFIVE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ANY REVIEW REPLY, REPORT, SUMMARY, OR ANALYSIS WILL BE COMPLETE, ACCURATE, OR SUITABLE FOR ANY PARTICULAR BUSINESS, LEGAL, PUBLIC RELATIONS, EMPLOYMENT, FOOD SAFETY, OR CUSTOMER-SERVICE PURPOSE.

## 20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTERFIVE LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES; LOST PROFITS; LOST REVENUE; LOSS OF GOODWILL; LOSS OF BUSINESS OPPORTUNITY; BUSINESS INTERRUPTION; LOSS OF DATA; CUSTOMER DISPUTES; PLATFORM ACTIONS; REPUTATIONAL HARM; OR OTHER REAL OR PERCEIVED DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL ASTERFIVE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO ASTERFIVE REPLY EXCEED THE GREATER OF: (A) THE AMOUNT PAID BY CLIENT FOR ASTERFIVE REPLY DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) THE UNUSED BALANCE OF ANY PREPAID FEES PAID FOR THE THEN-CURRENT BILLING PERIOD. IF CLIENT HAS USED ONLY A FREE TRIAL, ASTERFIVE'S TOTAL LIABILITY WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

CLIENT ACKNOWLEDGES THAT PUBLIC REVIEW RESPONSES, ONLINE CUSTOMER INTERACTIONS, AND THIRD-PARTY PLATFORM DECISIONS MAY AFFECT CLIENT'S BUSINESS REPUTATION, AND THAT ASTERFIVE DOES NOT GUARANTEE ANY PARTICULAR REVIEW OUTCOME, RATING IMPROVEMENT, CUSTOMER RESPONSE, SEARCH RANKING, OR BUSINESS RESULT.

Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.

## **21. Indemnification**

Client agrees to defend, indemnify, and hold harmless AsterFive LLC and its members, managers, officers, employees, contractors, agents, affiliates, service providers, and licensors from and against any claims, liabilities, damages, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) Client's use of the service; (b) Client's instructions, content, business information, or account access; (c) review replies posted with Client authorization; (d) Client's violation of these Terms; (e) Client's violation of platform rules or applicable law; (f) Client's relationship with its customers, employees, vendors, or reviewers; or (g) any allegation that Client-provided content or instructions caused harm or violated another party's rights.

## **22. Changes to Service or Terms**

AsterFive may modify, discontinue, or replace features of AsterFive Reply from time to time. AsterFive may also update these Terms. Material changes will be posted on AsterFive's website or provided to Client by email or other reasonable notice. Unless a different effective date is stated, changes will become effective at the next billing period or upon Client's continued use of the service after notice.

If Client does not agree to updated Terms, Client's remedy is to cancel the service, subject to the applicable refund policy.

## **23. Force Majeure**

AsterFive will not be liable for delay or failure to perform caused by events outside its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, internet outages, power failures, cyberattacks, platform outages, third-party service failures, changes in law, government action, or other events beyond AsterFive's reasonable control.

## **24. Governing Law and Venue**

These Terms are governed by the laws of the State of New Jersey, without regard to conflict-of-law rules. To the extent permitted by law, any dispute arising out of or related to these Terms or AsterFive Reply shall be brought in the state or federal courts serving Sussex County, New Jersey, and Client consents to such jurisdiction and venue.

## **25. Entire Agreement; Order of Documents**

These Terms, together with any applicable invoice, proposal, statement of work, refund policy, privacy policy, and written service description, form the agreement between Client and AsterFive for AsterFive Reply. If there is a conflict between these Terms and a written proposal or invoice signed or issued by AsterFive, the more specific written document will control for pricing, billing cycle, and included services, and these Terms will control all other matters unless expressly stated otherwise.

## **26. Contact**

Questions about these Terms may be directed to: [Info@AsterFive.com](mailto:Info@AsterFive.com)

AsterFive LLC  
Attn: AsterFive Reply Terms  
75-816-D Hiona Street  
Holualoa, HI 96725