

Nurturli Terms of Service

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1. Introduction and Acceptance

Welcome to Nurturli. These Terms of Service ("Terms") govern your access to and use of the Nurturli application, website, and related services (collectively, the "Service"). Nurturli is operated by Sleeping Eight Technologies (OPC) Private Limited, a company registered in India. Nurturli is a supportive AI companion for parents, helping you navigate the challenges of raising children by providing personalized guidance, practical tools, and emotional support.

Nurturli is a fully automated software service powered by artificial intelligence. All features, including conversational guidance, action tracking, and content recommendations, are delivered through automated technology without any human coaches, consultants, therapists, or service providers. You interact exclusively with AI-powered software tools.

IMPORTANT DISCLAIMERS:

- Nurturli is NOT a chatbot service. It is an AI-powered software tool that provides automated parenting guidance.
- Nurturli does NOT provide medical advice, mental health services, therapy, or professional healthcare guidance.
- For all medical, developmental, or mental health concerns, you must consult qualified healthcare professionals.

By creating an account, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

Important Notes:

- You must be at least 18 years old to use this Service
- You must have the legal authority to agree to these Terms
- If you are accepting these Terms on behalf of a family, you represent that you have authority to bind other family members

2. Service Description

Nurturli is a fully automated software service—all features are delivered through AI technology and automated tools without any human-driven services, coaching, or consulting.

Nurturli provides the following features to help parents and caregivers:

2.1 AI Assistant (Not a Chatbot)

- Interactive AI assistant that provides automated parenting guidance based on child development and parenting topics

- Personalized guidance based on your child's age, developmental stage, and family situation
- Conversation history and memory to maintain context across multiple sessions
- Ability to save and favorite important conversations

2.2 Action Center

- Create and track parenting actions, tasks, and routines
- Set up one-time or recurring actions with customizable schedules
- Organize actions by category (sleep, feeding, development, behavior, education, health, etc.)
- Track progress with step-by-step completion
- Receive push notifications for scheduled actions (when enabled)
- Create action series for multi-step parenting goals

2.3 Reference Guides

- Save situational strategies from AI conversations
- Quick access to tactics for challenging moments (tantrums, bedtime resistance, etc.)
- Organize by situation tags for easy retrieval

2.4 Journal

- Record milestones, daily observations, and family moments
- Associate entries with specific children or general family events
- Categorize entries by type (milestone, daily, health, behavior, learning, activity)
- Track mood and developmental progress over time

2.5 Family Collaboration

- Multi-guardian access within a single family unit
- Share children's profiles, actions, and journal entries with co-parents and caregivers
- Invitation system for adding guardians to your family
- Customizable notification preferences per family
- Timezone-aware scheduling for families across different locations

2.6 Child Profiles

- Store basic information about your children (name, birth month/year, gender, interests)
- Track multiple children within one family account
- Age-appropriate guidance tailored to each child's developmental stage

3. User Accounts and Authentication

3.1 Account Creation

- You create an account using Firebase Authentication (email/password or social authentication)
- Each account is associated with a Guardian profile, which contains your personal information
- Your first Guardian profile automatically creates a Family unit that you administer

3.2 Guardian Profiles and Families

- **Guardian Users:** Each person accessing the Service has their own Guardian profile with a unique email address
- **Families:** A Family is a group of Guardians who collectively care for children
- **Family Admin:** The first Guardian in a family is designated as the Family Admin and can invite other guardians
- **Invitation System:** Family Admins can generate invitation codes to add other guardians (co-parents, grandparents, etc.)
- **Shared Access:** All guardians within a family can view and interact with shared family data (children's profiles, actions, journals)

3.3 Account Security

- You are responsible for maintaining the confidentiality of your login credentials
- You must notify us immediately of any unauthorized access to your account
- You are responsible for all activities that occur under your account
- We use industry-standard Firebase Authentication for secure account management

3.4 Email Verification

- We may require email verification to ensure account security
- Certain features may be restricted until email verification is complete

4. User Content and Data

4.1 Content You Provide

When using Nurturli, you may provide the following types of content:

- **Child Information:** Names, birth dates (month/year), gender, interests, and developmental observations
- **Conversation Messages:** Your questions, concerns, and descriptions of parenting situations

- **Journal Entries:** Personal observations, milestones, and family moments
- **Action Data:** Tasks, routines, and parenting strategies you track
- **Profile Information:** Your name, email, guardian type (mother, father, grandparent, etc.), and relationship to children

4.2 Your Rights to Your Content

- You retain all ownership rights to the content you provide
- You grant Nurturli a limited license to use your content solely to provide and improve the Service
- This license includes the right to process, store, and analyze your content to:
 - Generate personalized AI responses
 - Improve our AI models and recommendations (in anonymized, aggregated form)
 - Enable features like conversation memory and action suggestions

4.3 Content Accuracy

- You represent that all information you provide is accurate to the best of your knowledge
- You are responsible for updating child information and other data as circumstances change
- We are not responsible for consequences arising from inaccurate or outdated information

4.4 Prohibited Content

You may not submit content that:

- Is illegal, harmful, threatening, abusive, harassing, or defamatory
- Violates any intellectual property or privacy rights
- Contains viruses, malware, or malicious code
- Exploits, harms, or attempts to exploit children in any way

5. AI Services and Limitations

5.1 AI Technology and Automated Service

Nurturli is a fully automated software application with no human-driven services:

- All conversational responses are generated by AI (OpenAI's language models), not human experts
- There are no human coaches, therapists, consultants, or advisors involved in service delivery
- All features (action tracking, journals, reference guides, notifications) are automated software tools

- Responses are generated based on general child development knowledge and your specific context
- Responses are personalized using conversation history, child profiles, and your family situation

5.2 No Medical, Mental Health, or Professional Advice - Not a Chatbot Service

Nurturli is an AI-powered software application, not a chatbot service or human advisory platform. It provides automated, general parenting information through an AI assistant interface.

CRITICAL: Nurturli does NOT provide:

- Medical diagnosis, treatment, or healthcare advice
- Mental health therapy or counseling services
- Professional advice from doctors, therapists, or healthcare providers
- Emergency response or crisis intervention services

IMPORTANT DISCLAIMER:

Nurturli is designed to provide general parenting support and information. The Service:

- **IS NOT** a substitute for professional medical, mental health, educational, or legal advice
- **DOES NOT** provide diagnosis or treatment for medical or psychological conditions
- **SHOULD NOT** be used in emergency situations
- **CANNOT** replace consultation with qualified healthcare providers, therapists, educators, or other professionals

5.3 When to Seek Professional Help

You should immediately seek professional help if:

- Your child is experiencing a medical emergency
- You observe signs of serious developmental delays or health concerns
- Your child is at risk of harm to themselves or others
- You or your child are experiencing mental health crisis
- You have concerns about abuse, neglect, or safety

5.4 AI Limitations

You acknowledge that:

- AI may generate inaccurate, incomplete, or inappropriate responses
- AI does not have personal judgment, empathy, or real-world experience
- AI recommendations should be evaluated critically based on your unique situation

- Every child and family is different, and what works for one may not work for another

5.5 Parents Know Best Philosophy

Nurturli follows the principle "Parents Know Best":

- We provide supportive guidance, not prescriptive solutions
- You are the expert on your own child and family
- Our suggestions are meant to support your decision-making, not replace it
- You have the final say in all parenting decisions

6. Privacy and Data Security

6.1 Data Collection

We collect and process:

- Account information (email, name, authentication data)
- Child profiles (names, birth dates, interests, developmental information)
- Conversation history with our AI
- Actions, journals, and reference guides you create
- Device tokens for push notifications
- Usage analytics to improve the Service

6.2 How We Use Your Data

We use your data to:

- Provide and maintain the Service
- Personalize AI responses and recommendations
- Generate conversation memory and context
- Send push notifications for scheduled actions (when enabled)
- Improve our AI models and features (using anonymized, aggregated data)
- Communicate with you about your account and service updates
- Ensure security and prevent fraud

6.3 Data Storage and Security

- Your data is stored securely using industry-standard encryption
- We use secure databases with appropriate access controls
- Conversations are processed through trusted AI service providers with enterprise-grade security
- We implement appropriate technical and organizational measures to protect your data

6.4 Data Sharing

We do not sell your personal data. We may share data with:

Third-Party Service Providers:

- Authentication and security services (Firebase/Google)
- AI service providers (OpenAI for conversation processing)
- Cloud infrastructure and database providers
- Analytics and performance monitoring services
- Push notification services
- These providers are contractually obligated to protect your data and only use it to provide services to us

Family Members:

- Guardians within your Family unit can access shared family data (children's profiles, actions, journals)
- You control who has access to your family by managing invitations

Legal Requirements:

- We may disclose data if required by law, subpoena, or to protect rights and safety

6.5 Data Retention

- We retain your data for as long as your account is active
- We may retain anonymized, aggregated data for analytics and improvement
- You can request deletion of your data by deleting your account

6.6 Your Privacy Rights

For detailed information about privacy rights, data collection, and how we protect your information, please see our Privacy Policy.

7. Third-Party Services

Nurturli uses carefully selected third-party service providers to deliver our features securely and effectively:

7.1 Authentication Services

We use Firebase (Google) for secure user authentication and account management. This includes email/password authentication and push notification delivery.

- **Privacy Policy:** <https://firebase.google.com/support/privacy>

7.2 AI Services

We use OpenAI's technology to power our conversational AI features. When you chat with Nurturli, your messages are processed by OpenAI to generate personalized responses.

- **Privacy Policy:** <https://openai.com/privacy>
- **Important:** OpenAI does not use data submitted via their API to train their models

7.3 Infrastructure and Analytics

We use trusted cloud service providers for data storage, analytics, and service performance monitoring. These providers help us maintain a secure, reliable service.

7.4 Your Acknowledgment

By using Nurturli, you acknowledge that:

- Third-party services have their own terms and privacy policies
- We select partners based on their security and privacy standards
- We are not responsible for the practices of third-party services
- You may review the privacy policies of our key partners through the links provided

8. Intellectual Property

8.1 Nurturli's Intellectual Property

The Service, including its design, software, algorithms, content, and branding, is owned by Nurturli and protected by copyright, trademark, and other intellectual property laws. You may not:

- Copy, modify, or create derivative works of the Service
- Reverse engineer, decompile, or disassemble any part of the Service
- Remove or alter any copyright, trademark, or proprietary notices
- Use our trademarks or branding without written permission

8.2 Your Content

- You retain ownership of all content you submit to the Service
- You grant us a non-exclusive, worldwide, royalty-free license to use your content to provide and improve the Service
- You grant us the right to use anonymized, aggregated data derived from your content for research, analytics, and service improvement

8.3 AI-Generated Content

- Responses generated by the AI are provided for your personal use
- You may save, share, or reference AI responses as needed for your parenting
- We do not claim ownership of AI-generated responses specific to your conversations
- General AI models and improvements belong to Nurturli and our service providers

8.4 Feedback

If you provide feedback, suggestions, or ideas about the Service, you grant us the right to use them without compensation or obligation to you.

9. User Conduct and Acceptable Use

9.1 Acceptable Use

You agree to use the Service:

- Only for lawful purposes
- In accordance with these Terms
- In a manner that respects other users and our team
- With accurate and truthful information

9.2 Prohibited Activities

You may not:

- Use the Service for any illegal or unauthorized purpose
- Attempt to gain unauthorized access to the Service or other users' accounts
- Upload viruses, malware, or malicious code
- Use automated systems (bots, scripts) to access the Service without permission
- Reverse engineer or attempt to extract source code
- Harass, abuse, or harm other users or our team
- Use the Service to collect information about other users
- Share your account credentials with others
- Create multiple accounts to circumvent restrictions
- Use the Service in any way that could damage, disable, or impair it

9.3 Monitoring and Enforcement

- We reserve the right to monitor use of the Service to ensure compliance
- We may investigate violations and cooperate with law enforcement
- We may remove content that violates these Terms
- We may suspend or terminate accounts that violate these Terms

10. Disclaimers and Limitations of Liability

10.1 Service Provided "As Is"

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability or fitness for a particular purpose
- Warranties that the Service will be uninterrupted, secure, or error-free
- Warranties regarding the accuracy, reliability, or completeness of content
- Warranties that defects will be corrected

10.2 No Guarantee of Outcomes

We do not guarantee:

- That using the Service will solve any particular parenting challenge
- That AI recommendations will be suitable for your specific situation
- That following suggestions will produce desired results
- That the Service will meet all your parenting support needs

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NURTURLI AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, data, use, or goodwill
- Service interruptions or data loss
- Damages resulting from AI-generated content or recommendations
- Any claims exceeding the amount you paid to use the Service in the past 12 months

10.4 User Responsibility

You acknowledge that:

- You use the Service at your own risk
- You are solely responsible for parenting decisions you make
- You should consult qualified professionals for medical, mental health, educational, or legal matters
- You should verify any information or suggestions before acting on them

11. Subscription, Payments, and Refunds

11.1 Pricing and Subscription Plans

Nurturli is available as a paid subscription service. Current pricing and plan details are available at nurturli.app/pricing.

- Subscriptions are billed on a recurring basis (monthly or yearly) until cancelled
- You are responsible for timely payment
- All features are available with any active subscription

11.2 Changes to Pricing

We reserve the right to change our pricing structure with reasonable advance notice. Changes will not affect your current billing cycle if you are already subscribed.

11.3 Refund Policy

Web Subscriptions

- We offer a 14-day satisfaction guarantee on your first subscription purchase
- If you're not satisfied within 14 days of purchase, contact support@nurturli.app for a full refund
- Refunds are typically processed within 5-10 business days to your original payment method, though processing times may vary

Mobile Subscriptions (Apple App Store & Google Play)

- Subscriptions purchased through the Apple App Store or Google Play Store are subject to their respective refund policies
- To request a refund for a mobile purchase, please contact Apple or Google directly through your device
- We cannot process refunds for purchases made through mobile app stores
- Apple refund requests: reportaproblem.apple.com
- Google Play refund requests: play.google.com/store/account/subscriptions

11.4 Cancellation

- You may cancel your subscription at any time through your account settings
- Cancellation takes effect at the end of the current billing period
- No refunds are provided for the remainder of the current billing period (except during the 14-day guarantee window for first purchases)

11.5 Payment Information

- Payment processing is handled by trusted third-party payment processors
- You authorize charges to your payment method for subscription fees

- You must maintain valid payment information
- We are not responsible for fees charged by your financial institution

12. Account Termination and Data Deletion

12.1 Your Right to Delete Your Account

You may delete your account at any time through your account settings. Upon deletion:

- Your Guardian profile will be removed
- If you are the last Guardian in a Family, the entire Family and associated data will be deleted
- This includes all child profiles, conversations, actions, journals, and reference guides
- Account deletion is permanent and cannot be undone
- Some anonymized, aggregated data may be retained for analytics

12.2 Our Right to Suspend or Terminate

We reserve the right to suspend or terminate your account if:

- You violate these Terms
- Your account is inactive for an extended period (we will provide notice)
- We are required to do so by law
- Continued provision of Service creates risk or liability
- We cease operations (we will provide reasonable notice)

12.3 Effect of Termination

Upon termination:

- Your access to the Service will cease immediately
- We may delete your data after a reasonable retention period
- Sections of these Terms that should survive termination will remain in effect (including intellectual property, disclaimers, and dispute resolution)

12.4 Data Export

Before deleting your account, you may request an export of your data. We will provide your data in a machine-readable format within a reasonable timeframe.

13. Changes to These Terms

13.1 Right to Modify

We reserve the right to modify these Terms at any time. When we make changes:

- We will update the "Last Updated" date at the top of this document
- We will notify you of material changes via email or through the Service

- Your continued use of the Service after changes constitutes acceptance

13.2 Material Changes

For material changes that significantly affect your rights:

- We will provide at least 30 days' notice before changes take effect
- You may terminate your account if you do not agree to the new Terms
- Termination must occur before the effective date of the new Terms

13.3 Version History

We maintain a history of our Terms of Service. You may request previous versions by contacting us.

14. General Legal Terms

14.1 Governing Law

These Terms are governed by the laws of India, without regard to conflict of law principles.

14.2 Dispute Resolution

We believe most concerns can be resolved quickly and amicably. Here's our approach to dispute resolution:

Step 1 - Informal Resolution (Required First Step) Before filing any formal claim, you must contact us at support@nurturli.app to attempt to resolve the dispute informally. We commit to:

- Responding within 7 business days
- Working in good faith to understand and address your concerns
- Attempting to reach a fair resolution within 30 days

This informal process is required before pursuing any formal dispute resolution.

Step 2 - Online Arbitration If we cannot resolve the dispute informally, any disputes arising from these Terms or the Service will be resolved through binding arbitration:

- **Arbitration Provider:** The arbitration shall be administered by an internationally recognized arbitration institution mutually agreed upon by both parties, or in the absence of agreement, by the Indian Council of Arbitration
- **Location:** Arbitration will be conducted entirely online/remotely to minimize costs and inconvenience for both parties
- **Language:** Proceedings will be conducted in English
- **Costs:** Each party bears its own legal fees; arbitration filing fees will be split equally unless otherwise required by applicable law

- **Individual Disputes Only:** You waive the right to participate in class actions or class-wide arbitration. Each dispute must be brought individually.

Small Claims Court Exception Notwithstanding the arbitration requirement, either party may bring an individual action in small claims court in the jurisdiction where you reside if the claim qualifies for small claims court jurisdiction. This exception makes it easier and less expensive for users to pursue smaller disputes locally.

Intellectual Property and Injunctive Relief Either party may seek injunctive or equitable relief in court for matters related to intellectual property rights, confidentiality obligations, or to prevent unauthorized access to the Service.

Limitation Period You must bring any claim within one (1) year after the cause of action arises, or the claim is permanently barred.

14.3 Severability

If any provision of these Terms is found to be unenforceable, that provision will be modified to the minimum extent necessary, and the remaining provisions will remain in full effect.

14.4 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Nurturli regarding the Service.

14.5 No Waiver

Our failure to enforce any provision of these Terms does not waive our right to enforce it later.

14.6 Assignment

You may not assign or transfer these Terms or your account without our written consent. We may assign our rights and obligations without restriction.

14.7 Force Majeure

We are not liable for delays or failures in performance resulting from circumstances beyond our reasonable control.

15. Contact Information

If you have questions, concerns, or feedback about these Terms or the Service, please contact us:

Company: Sleeping Eight Technologies (OPC) Private Limited

Email: support@nurturli.app

Website: <https://nurturli.app>

For privacy-related inquiries, please see our Privacy Policy or contact support@nurturli.app.

Acknowledgment

By using Nurturli, you acknowledge that:

- You have read and understood these Terms of Service
- You agree to be bound by these Terms
- You understand that Nurturli provides parenting support, not professional medical, mental health, educational, or legal advice
- You are responsible for your parenting decisions
- You will use the Service in accordance with these Terms and applicable laws

Thank you for trusting Nurturli to support your parenting journey. We are here to help you navigate the beautiful, challenging adventure of raising children.

Parents Know Best - We're here to support, not prescribe. Your family, your choices, your way.