

Terms of Use

Updated June 3, 2024
Effective January 1, 2024

Thank you for using Woof Tech AI services!

These Terms of Use apply to your use of all Woof Tech products found on www.wooftechai.com for individuals and companies, along with any associated software applications and websites (all together, “Services”). These Terms form an agreement between you and Woof Tech, LLC, a Utah limited liability company. By using our Services, you agree to these Terms.

Our Privacy Policy explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

REGISTRATION AND ACCESS

Minimum Age. You must be at least 18 years old and be an employed educator.

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf. **The Services are for educators only.**

USING OUR SERVICES

License Grant. Acadex provides to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditioned upon your continued compliance with these Terms.

What You Can Do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as these Terms, and any other documentation, guidelines, or policies we make available to you.

What You Cannot Do. You may not use our Services for any illegal, harmful, or abusive activity. By using the Service, you agree to do so responsibly and not to misuse the Service or help anyone else do so. This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- Modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- Probe, scan, or test the vulnerability of any system or network;
- Interfere with or disrupt the integrity or performance of the Service;

- Attempt to gain unauthorized access to the Service or its related systems or networks;
- Introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
- Breach or otherwise circumvent any security or authentication measures;
- Access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you haven't been invited to;
- Access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- Sell or re-sell the Service unless specifically authorized to do so;
- Copy, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
- Violate the law in any way, including by storing, publishing, or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Acadex in any way;
- Use our Services in a way that infringes, misappropriates, or violates anyone's rights.
- Modify, copy, lease, sell, or distribute any of our Services;
- Attempt to or assist anyone in reverse engineering, decompiling, or discovering the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);
- Represent that Output was human-generated when it was not;
- Interfere with or disrupt our Services, including circumventing any rate limits or restrictions or bypassing any protective measures or safety mitigations we put on our Services; or
- Use Output to develop models that compete with Acadex.

Software. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licenses that we can make available to you upon request.

Corporate Domains. If you create an account using an email address owned by an organization (for example, your employer), that account may be added to the organization's business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organization's administrator will be able to control your account, including accessing Content (defined below) and restricting or removing your access to the account.

Third Party Services. Our services may include third-party software, products, or services ("Third Party Services"), and some parts of our Services, like our browse feature, may include output from those services ("Third Party Output"). Third-Party Services and Third-Party Output are subject to their terms, and we are not responsible for them.

Feedback. At its option, the Customer may provide feedback or suggestions about the Services to Acadex ("Feedback"). If Customer provides Feedback, then Acadex and its Affiliates may use that Feedback without restriction and without obligation to Customer.

CONTENT

Your Content. You may provide input to the Services (“Input”), and receive output from the Services based on the Input (“Output”). Input and Output are collectively “Content.” You are responsible for Content, including ensuring it does not violate applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our Services. By uploading any Content into the Services, you consent to the Services, AI grader, accessing the Content.

Ownership of Content. As between you and Acadex, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our rights, title, and interest, if any, in and to the Output.

Our Use of Content. We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Acadex grading does not check for plagiarism but is a tool to compare written work with a set grading matrix.

When you use our Services, you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as always being accurate.
- You must evaluate Output for accuracy and appropriateness for your use.
- You should review each paper’s output and compare it with the examples you provided to verify that the feedback and grade are consistent.

Our IP Rights. We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo in accordance with our Brand Guidelines. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other’s content or any of the other’s intellectual property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data, and Acadex retains all Intellectual Property Rights in the Services, source code, and Software.

Protection of Customer Data. Acadex will only access, use, and otherwise process Customer Data in accordance with the purposes of Acadex and will not access, use, or process Customer Data for any other purpose. Acadex has implemented and will maintain technical, organizational, and physical measures to protect Customer Data.

PAID ACCOUNTS

Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. We will automatically charge your payment method for paid subscriptions on each agreed-upon periodic renewal until you cancel. You’re responsible for all

applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received. The rate for the services may change. However, any price increase will take effect 30 days after notice is provided to you.

Cancellation. You can cancel your paid subscription at any time. When you cancel your account, you are eligible for a refund of any payments made the month you request a cancellation.

Pausing Services. You may pause your subscription for two months at a time. You may pause your account for a maximum of three consecutive terms, for a total of six months. While your account is paused, you will be able to see past uploaded Content, but you will not be able to upload or add any new Content.

Termination & Right to Suspend. You're free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your Content if you're not complying with these Terms or using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others' use of the Service or, in our sole opinion, reason, cause harm. All provisions of these Terms, which by their nature should survive, will survive termination of the Service.

Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice. Any price increase will take effect on your next renewal, so you can cancel if you do not agree to the price increase.

LIMITATIONS

Disclaimer.

ACADEX MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS." IN ADDITION, WE DISCLAIM ANY EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERUPTED USE OF THE SERVICES OR SOFTWARE. WE ALSO DISCLAIM ANY REPRESENTATIONS ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES. SERVICE IS "AS IS". ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

Limitation of liability

YOU EXPRESSLY ABSOLVE AND RELEASE ACADEX FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND ACADEX'S CONTROL. YOU FURTHER AGREE THAT IN NO EVENT SHALL ACADEX AND ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, OR ANY LOSS OF USE, DATA BUSINESS, OR PROFITS. THIS WILL BE REGARDLESS OF WHETHER

OR NOT ACADEX OR ANY OF ITS PARTNERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, ACADEX AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR MORE THAN ANY AMOUNTS RECEIVED BY ACADEX FROM YOU AS A RESULT OF YOUR PERSONAL USE OF THE SERVICE IN THE 12 MONTHS PRECEDING YOUR CLAIM. IF YOU HAVE NOT INDIVIDUALLY PAID ANY AMOUNTS IN THE 12 MONTHS PRECEDING YOUR CLAIM, ACADEX'S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN \$50. MOREOVER, ACADEX SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT, AND YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICE, YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO USE OF THE SERVICE OR BREACH OF THESE GUIDELINES.

MISCELLANEOUS.

Under the Agreement, notices to Customer must be sent to the Notification Email Address on file, and notices to Acadex must be sent to support@wooftechai.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping their Notification Email Address current throughout their Use of Acadex. The parties may use emails to satisfy written approval and consent requirements under the Agreement. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war. Acadex may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations. This Agreement does not create any agency, partnership, or joint venture between the parties. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement does not confer any benefits on any third party unless it expressly states that it does. Nothing in this Agreement will limit either party's ability to seek equitable relief. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement. If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation.

U.S. GOVERNING LAW

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY UTAH LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE

**FEDERAL OR STATE COURTS OF SALT LAKE COUNTY, UTAH, USA; THE
PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.**