

TERMS OF SERVICE

Last Updated: December 14, 2025

Effective Date: December 14, 2025

1. AGREEMENT TO TERMS

Welcome to **TutorUG Secondary** ("we," "us," or "our"). By accessing or using our platform at tutoruganda.com (the "Platform"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Platform.

Important Notice for Minors: If you are under 18 years old, you must have your parent or legal guardian read and agree to these Terms before you use our Platform.

2. DESCRIPTION OF SERVICE

TutorUG Secondary provides an AI-powered educational platform designed for Ugandan students from Primary through University level. Our services include:

- **AI Tutoring:** Interactive learning assistance powered by artificial intelligence
 - **Curriculum Content:** Educational materials aligned with the Uganda National Examinations Board (UNEB) curriculum
 - **Practice Quizzes:** Assessment tools to test knowledge and track progress
 - **Community Features:** Discussion forums and study groups for peer learning
 - **Progress Tracking:** Tools to monitor learning achievements and areas for improvement
 - **Text-to-Speech:** Audio playback of educational content
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3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Age Requirements

- Users must be at least **13 years old** to use our Platform
- Users between 13-17 years old must have **parental consent**
- By creating an account, you represent that you meet these age requirements

3.2 Account Creation

To access our services, you must:

- Provide accurate and complete information during registration
- Provide a valid Ugandan mobile phone number
- Maintain the security of your account credentials
- Notify us immediately of any unauthorized use of your account

3.3 Account Responsibilities

You are responsible for:

- All activities that occur under your account
 - Maintaining the confidentiality of your password
 - Any content you post or share on the Platform
 - Ensuring your account information is current and accurate
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4. SUBSCRIPTION AND PAYMENT

4.1 Subscription Plans

We offer the following subscription plans:

Free Trial:

- Duration: 7 days
- 10 AI tutor questions per day
- Access to 2 subjects
- Read-only community access

Premium Monthly:

- Price: 25,000 UGX per month
- Unlimited AI tutor questions
- Access to all subjects

- Full community participation
- Text-to-speech feature
- Unlimited practice quizzes

Premium Annual:

- Price: 250,000 UGX per year
- All Premium Monthly features
- Save 50,000 UGX (equivalent to 2 months free)

4.2 Payment Methods

We accept payment through:

- MTN Mobile Money
- Airtel Money
- Credit/Debit Cards (via Flutterwave)

4.3 Billing and Renewal

- Subscriptions automatically renew at the end of each billing period
- You will be charged at the beginning of each billing cycle
- You will receive a reminder SMS 3 days before renewal
- You may cancel your subscription at any time before the next billing cycle

4.4 Refund Policy

- **7-Day Free Trial:** No charges if cancelled during trial period
- **After Payment:** Refunds are available within **48 hours** of payment if no significant usage has occurred (defined as less than 3 learning sessions)
- **No refunds** for partial months or after 48 hours of payment
- **Technical Issues:** Full refund if our Platform is unavailable for more than 48 consecutive hours

To request a refund, contact us at support@tutoruganda.com with your transaction details.

4.5 Price Changes

- We reserve the right to change subscription prices with **30 days' notice**

- Existing subscribers will be notified via SMS and email
 - New prices will not affect your current billing cycle
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5. USER CONDUCT AND COMMUNITY GUIDELINES

5.1 Acceptable Use

When using TutorUG Secondary, you agree to:

- Use the Platform only for lawful educational purposes
- Respect other users and their contributions
- Provide helpful and constructive responses in community discussions
- Report inappropriate content or behavior
- Respect intellectual property rights

5.2 Prohibited Activities

You must NOT:

- Share your account credentials with others
- Use the Platform to cheat on exams or assessments
- Post or share copyrighted materials without permission
- Harass, bully, or intimidate other users
- Post obscene, offensive, or inappropriate content
- Share personal contact information (phone numbers, addresses, email)
- Impersonate other users or staff members
- Attempt to hack, reverse engineer, or compromise the Platform
- Use automated tools (bots) to access the Platform
- Spam or advertise products/services
- Post content that violates Ugandan law

5.3 Community Content

- You retain ownership of content you create and post

- By posting content, you grant us a non-exclusive, worldwide license to display, modify, and distribute your content on the Platform
- We may remove any content that violates these Terms without notice
- Repeated violations may result in account suspension or termination

5.4 Consequences of Violation

Violation of these Terms may result in:

- **First Offense:** Warning and content removal
- **Second Offense:** Temporary suspension (7-30 days)
- **Third Offense:** Permanent account termination
- **Severe Violations:** Immediate permanent ban

Severe violations include: threats of violence, sexual harassment, sharing explicit content, or illegal activities.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Our Content

All content on the Platform, including but not limited to:

- Text, graphics, logos, icons, images
- Software, code, and algorithms
- Educational materials and curriculum content
- Audio and video materials
- The "TutorUG" name and logo

...is owned by TutorUG Secondary or our licensors and is protected by Ugandan and international copyright laws.

6.2 Your License to Use

We grant you a limited, non-exclusive, non-transferable license to:

- Access and use the Platform for personal, non-commercial educational purposes
- Download content for offline study (where enabled)

- Print materials for personal use only

You may NOT:

- Copy, modify, or distribute our content commercially
- Remove copyright notices or watermarks
- Create derivative works without permission
- Use our content in other applications or platforms

6.3 User-Generated Content

- You retain ownership of content you post
 - You represent that you have the right to post any content you share
 - You grant us permission to use your content to improve the Platform
 - We may feature exemplary student work with your permission
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7. AI-GENERATED CONTENT

7.1 Nature of AI Content

- Our AI tutor generates responses using advanced language models
- AI-generated content is provided "as is" without guarantees of accuracy
- We strive for accuracy but cannot guarantee error-free content
- AI responses should be used as learning aids, not absolute truth

7.2 Your Responsibility

- Verify important information from authoritative sources
- Use critical thinking when reviewing AI responses
- Report any inaccurate or inappropriate AI responses
- Do not rely solely on AI for exam preparation

7.3 Accuracy Disclaimer

We make reasonable efforts to ensure content accuracy but:

- We do not guarantee that all AI responses are 100% accurate
 - We are not liable for errors in AI-generated content
 - You should verify critical information independently
 - We encourage reporting errors so we can improve
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8. PRIVACY AND DATA PROTECTION

Your privacy is important to us. Our collection and use of personal information is governed by our **Privacy Policy**, which is incorporated into these Terms by reference.

Key points:

- We collect minimal personal information (name, phone, learning progress)
- We use encryption to protect your data
- We do not sell your personal information to third parties
- You have the right to access, modify, or delete your data
- We comply with Uganda's Data Protection and Privacy Act, 2019

Please read our full Privacy Policy at: tutoruganda.com/privacy

9. PARENTAL CONSENT AND SUPERVISION

9.1 For Users Under 18

If you are under 18 years old:

- You must have your parent or legal guardian's consent to use the Platform
- Your parent/guardian must review and agree to these Terms
- Your parent/guardian may access your account to monitor your activity
- We may request parental verification for users under 16

9.2 For Parents/Guardians

As a parent or guardian, you:

- Are responsible for monitoring your child's use of the Platform

- Agree to supervise your child's participation in community features
- May request access to your child's learning progress and activity
- Should report any concerns to support@tutoruganda.com

9.3 Parental Controls

Parents can:

- Request a parent dashboard to monitor progress
 - Disable community features for their child
 - Receive weekly progress reports via email
 - Set time limits or usage restrictions (contact support)
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10. DISCLAIMERS AND LIMITATIONS OF LIABILITY

10.1 Educational Tool Disclaimer

TutorUG Secondary is an **educational tool** designed to supplement, not replace, formal education:

- We do not guarantee specific exam results or grades
- We do not guarantee admission to educational institutions
- We are not a substitute for qualified teachers or tutors
- Success depends on individual effort and study habits

10.2 Service Availability

- We strive for 99% uptime but cannot guarantee uninterrupted service
- The Platform may be unavailable for maintenance or technical issues
- We are not liable for losses due to service interruptions
- We will notify users of planned maintenance when possible

10.3 No Warranties

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

- Warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy or reliability of content

10.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- We are not liable for any indirect, incidental, or consequential damages
 - Our total liability shall not exceed the amount you paid us in the past 3 months
 - We are not liable for damages caused by:
 - User error or misuse of the Platform
 - Third-party actions or content
 - Unauthorized access to your account
 - Internet or network failures
 - Force majeure events
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11. TERMINATION

11.1 Your Right to Terminate

You may terminate your account at any time by:

- Cancelling your subscription through your account settings
- Contacting us at support@tutoruganda.com
- Sending an SMS to our support number

Upon cancellation:

- You will retain access until the end of your current billing period
- No refunds for unused time (unless within 48-hour refund window)
- Your data will be retained for 90 days, then deleted

11.2 Our Right to Terminate

We may suspend or terminate your account if:

- You violate these Terms
- You engage in fraudulent activity
- You abuse the Platform or other users
- Your account is inactive for more than 12 months
- Required by law or legal process

We will provide notice when possible, except in cases of severe violations.

11.3 Effect of Termination

Upon termination:

- Your access to the Platform will cease immediately
 - You must stop using our content and materials
 - Sections that should survive termination (like intellectual property rights and limitations of liability) will remain in effect
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12. CHANGES TO TERMS

We may update these Terms from time to time. When we do:

- We will post the updated Terms on the Platform
- We will notify you via SMS or email for material changes
- The "Last Updated" date at the top will be revised
- Continued use of the Platform after changes constitutes acceptance

We encourage you to review these Terms periodically.

13. DISPUTE RESOLUTION

13.1 Governing Law

These Terms are governed by the laws of the Republic of Uganda.

13.2 Informal Resolution

Before filing any legal claim, you agree to:

- Contact us at support@tutoruganda.com to describe your concern
- Provide us with 30 days to attempt to resolve the issue
- Negotiate in good faith toward a mutually satisfactory resolution

13.3 Formal Dispute Resolution

If we cannot resolve a dispute informally:

- Disputes will be resolved in the courts of Uganda
 - You consent to the exclusive jurisdiction of Ugandan courts
 - Each party bears its own legal costs unless a court orders otherwise
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14. MISCELLANEOUS

14.1 Entire Agreement

These Terms, along with our Privacy Policy, constitute the entire agreement between you and TutorUG Secondary.

14.2 Severability

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

14.3 Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

14.4 Assignment

You may not assign or transfer these Terms or your account to anyone else. We may assign our rights and obligations to any successor entity.

14.5 Force Majeure

We are not liable for delays or failures in performance caused by circumstances beyond our reasonable control (e.g., natural disasters, internet outages, government actions, pandemics).

14.6 Language

These Terms are drafted in English. In case of any translation, the English version shall prevail.

15. CONTACT INFORMATION

If you have questions about these Terms, please contact us:

TutorUG Secondary

- **Email:** support@tutoruganda.com
- **WhatsApp:** +256 XXX XXX XXX
- **Address:** Kampala, Uganda
- **Website:** tutoruganda.com

For Legal Inquiries:

- **Email:** legal@tutoruganda.com

For Privacy Concerns:

- **Email:** privacy@tutoruganda.com
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16. ACKNOWLEDGMENT

By creating an account and using TutorUG Secondary, you acknowledge that:

- ☒ You have read and understood these Terms of Service
- ☒ You agree to be bound by these Terms
- ☒ If you are under 18, your parent/guardian has consented
- ☒ You will use the Platform responsibly and in accordance with these Terms

For Users Under 18:

I, _____ (Parent/Guardian Name), have read and agree to these Terms of Service on behalf of my child, _____ (Student Name).

Thank you for choosing TutorUG Secondary. We're excited to be part of your educational journey!

