

# TERMS OF SERVICE

**Last Updated:** December 14, 2025

**Effective Date:** December 14, 2025

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## 1. AGREEMENT TO TERMS

Welcome to **TutorUG Secondary** ("we," "us," or "our"). By accessing or using our platform at [tutoruganda.com](http://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.

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## 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](mailto: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.

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## **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](http://tutoruganda.com/privacy)

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## 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](mailto: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](mailto: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.

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## **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](mailto: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.

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## **15. CONTACT INFORMATION**

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

### **TutorUG Secondary**

- **Email:** [support@tutoruganda.com](mailto:support@tutoruganda.com)
- **WhatsApp:** +256 XXX XXX XXX
- **Address:** Kampala, Uganda
- **Website:** [tutoruganda.com](http://tutoruganda.com)

### **For Legal Inquiries:**

- **Email:** [legal@tutoruganda.com](mailto:legal@tutoruganda.com)

### **For Privacy Concerns:**

- **Email:** [privacy@tutoruganda.com](mailto: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).

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

