

CalcAI — Terms of Service, Acceptable Use & Policies (Draft v4)

Effective date: [Month DD, 2025]

Plain-English summary (not a substitute for the full terms): CalcAI modifies TI-84-series calculators to add an AI assistant. We're not affiliated with Texas Instruments or OpenAI. Use our products legally and ethically. Do not use them for exams or to cheat. You're responsible for network access, any AI/API costs, and following school/testing rules. **Payments are processed by Stripe** (we don't store full card numbers). **Limited workmanship warranty is 14 days from delivery; opening, modifying, or flashing firmware without our written OK voids the warranty. Contact us on our Discord server (link on calcai.cc) before you attempt any repair or modification.**

1) Agreement to these terms

By buying, using, or sending us a calculator to modify, you agree to these Terms of Service (the **"Terms"**), our Acceptable Use Policy (**AUP**), and any policies linked here. If you do not agree, do not purchase or use CalcAI products or services.

These Terms are between you and **CALCAI**, located at [street, city, state, ZIP, country] ("**CalcAI**," "**we**," "**us**," or "**our**").

2) What we sell; what we don't

- **Hardware mods.** We sell calculators we have modified, and/or we modify devices you send to us. Modifications may include microcontrollers (e.g., ESP32), camera modules, firmware, and case work.
 - **Software & AI connectivity.** Our products can connect to cloud AI services (e.g., "ChatGPT-style" assistants). Some features need Wi-Fi and an AI provider account or API key.
 - **Not a TI or OpenAI product.** CalcAI is **not** affiliated with Texas Instruments, OpenAI, College Board, ETS, ACT, or any test authority. Trademarks belong to their owners.
 - **Educational tool, not an exam device.** Our products are designed for learning and productivity. They are **not** authorized for use on proctored exams unless the test rules explicitly say so.
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3) Academic integrity & exam rules (strict)

- **No cheating.** Do **not** use CalcAI devices to cheat, gain unfair advantage, or violate school, university, or testing rules.
- **Exam bans.** Unless the testing body explicitly allows a specific CalcAI model and configuration in writing, assume it is **not allowed**.

- **Your responsibility.** You must check and follow your school and test rules. We are not responsible for any consequences of misuse.
 - **Tampering.** Do not attempt to hide, disguise, or bypass proctoring tools, device checks, network controls, or school IT policies.
 - **Compliance actions.** We may remotely disable cloud features, revoke firmware licenses, or refuse service if we detect policy-violating use.
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4) Acceptable Use Policy (AUP)

You agree **not** to use CalcAI devices, software, or services to: 1. Break laws or infringe others' rights (privacy, copyright, trademarks, contracts). 2. Generate, store, or share illegal content; exploit or endanger minors; or encourage harm. 3. Harass, defame, dox, or abuse people. 4. Circumvent technical limits, security, rate limits, or access other systems without permission. 5. Build datasets to train models that violate third-party licenses or rights. 6. Violate school or test policies (see Section 3). 7. Perform medical, legal, financial, or safety-critical decisions without qualified human review.

We may throttle, suspend, or refuse service for AUP violations. We may preserve and disclose information if required by law.

5) AI services, accounts, and fees

- **Third-party AI.** Some features connect to third-party AI providers (e.g., OpenAI or others). Their **own** terms and privacy policies apply in addition to these Terms.
 - **API keys.** If you use your **own** API key, you are responsible for **all** fees, quotas, and security of that key. Keep it private. We are not liable for charges from your provider.
 - **Connectivity.** AI features require reliable Wi-Fi/internet. Your network, ISP, firewall, or school rules may block these features.
 - **Content moderation.** AI output can be wrong, offensive, or unsafe. Use judgment. We may filter or block requests to improve safety.
 - **Eligibility.** Third-party AI providers may set their own user eligibility rules (including regional or age requirements). You are responsible for ensuring your use complies with any provider-imposed eligibility terms.
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6) Orders, pricing, taxes, and Stripe payments

- **Quotes & listings.** Prices may change until you check out. Typos are not binding. We can decline or cancel orders (e.g., suspected fraud) with a prompt refund.
- **Taxes & duties.** You are responsible for any sales tax, VAT, import duties, brokerage, or customs fees.
- **Preorders & lead times.** Estimated ship dates are estimates. Custom work can take longer.
- **Merchant of record & descriptor.** Charges are processed by **Stripe** on behalf of **CALCAI** (merchant of record). Your card/bank statement will show a descriptor similar to **"CALCAI*CALCAI.CC"**.

- **Payment authorization.** By ordering, you authorize us (via Stripe) to: (a) place a temporary **pre-authorization** hold up to the order total; (b) **capture** payment for the order total, shipping, and taxes; (c) **retry** failed transactions; and (d) use **card account updater** services (where supported) to update expired or reissued cards.
 - **Strong Customer Authentication.** We may require **3-D Secure (SCA)** or additional verification. If you do not complete SCA, your order may be canceled.
 - **Fraud screening & holds.** We may use tools like AVS/CVV checks and Stripe Radar. For high-risk signals, we may **hold** an order pending **ID/address verification** (e.g., government ID, utility bill). Failure to provide verification may result in cancellation.
 - **Partial shipment & capture.** We may **split-ship** and capture payment per shipment. For preorders, we may charge at **order time** to reserve inventory.
 - **Refunds.** Refunds (where applicable) are returned to the **original payment method**. Bank timelines vary (typically 5–10 business days). Currency conversion/fees are your responsibility.
 - **Chargebacks & disputes.** If you file a chargeback, we may suspend service and investigate. If the dispute resolves in our favor, you remain responsible for **chargeback fees**, unpaid balances, and reasonable recovery costs. We may provide carriers' proof of delivery, photos, device logs/serials, and signature records as evidence.
 - **Billing contact.** Keep your contact info accurate so we can reach you via **Discord**.
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7) Shipping, delivery, risk of loss

- **Risk transfer.** Risk of loss passes to you at the time we hand off to the carrier. Choose insured/trackable shipping.
 - **Address accuracy.** You are responsible for entering the correct shipping address. We are not responsible for packages lost due to incorrect addresses.
 - **Signature & security.** For high-value orders we may require adult signature. Inspect packages on delivery and photograph visible damage **before opening**.
 - **International.** You are the importer of record and must comply with local laws.
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8) Returns, exchanges, and limited warranty

- **Return window (unused stock units).** Unused, like-new devices in original packaging: **[e.g., 14-day]** return window from delivery; **[e.g., 15% restocking fee]** may apply. Shipping is non-refundable.
- **Custom builds & send-ins.** Personalized units or customer-provided devices are **final sale**, except for defects we caused.
- **Limited warranty — 14 days (workmanship/DOA).** We warrant that our workmanship is free from defects for **14 calendar days** from the delivery date (based on carrier records). During this period, we will, at our option, **repair** or **replace** units that fail due to our workmanship. Normal wear, abuse, liquid damage, accidents, mishandling, component aging, third-party parts, or network issues are **not** covered.
- **Warranty eligibility conditions (read carefully).** Warranty is **void** if any of the following occur without our **prior written authorization**:
 - Opening the enclosure, disassembly, removing **tamper-evident seals**, or altering adhesives.
 - Soldering, rewiring, cutting, or replacing internal parts/cables.

- Flashing/re-flashing firmware, rooting, or installing unapproved software.
- Using unsupported batteries/power sources or bypassing thermal protections.
- Damage in shipment caused by inadequate packaging when returning to us.
- **Contact us first.** If you suspect a defect, **contact support before attempting any repair, opening, or firmware change.** We will provide troubleshooting steps and, if needed, an **RMA**. Attempts to repair/modify prior to contacting us **void** the warranty.
- **Verification.** We may verify tampering through visual inspection, **tamper indicators**, serial/firmware checks, and diagnostic logs (where enabled).
- **RMA steps.** Contact us on our **Discord server** (link on calcai.cc) with your order number, photos/video, and a description. We may ask you to return the device for inspection. Unauthorized returns may be refused.
- **Turnaround.** Typical repair/replace time is **[e.g., 10–15 business days]** from receipt, subject to parts availability.
- **Out-of-warranty options.** We may offer paid repair or replacement at our discretion with a quoted bench fee and parts cost.

THIS LIMITED WARRANTY IS YOUR EXCLUSIVE REMEDY. See Section 17 for liability limits.

9) "Send-in" (mod-your-own) program

- **Inspection.** We inspect for prior damage. If we find issues that make the mod unsafe or impractical, we will contact you. A **[e.g., \$XX]** non-refundable inspection/bench fee may apply.
 - **Data & accessories.** Remove batteries, covers, memory cards, and personal data before shipping. We are not responsible for items left in the box.
 - **Do not open/modify before contacting us.** If you encounter issues after you receive a modded unit, **contact support first.** Opening the device, altering wiring, or flashing firmware without our **written approval voids** the warranty (see Section 8).
 - **Shipping risk.** Package well and insure inbound shipments. We are not responsible for inbound transit damage.
 - **Legacy devices.** Older calculators may have brittle plastics or PCB issues. There is always a small risk of damage during disassembly or soldering. You accept this risk.
 - **Abandoned property.** If you do not respond or pay outstanding balances within **[e.g., 45 days]** after we notify you, we may treat the unit as **abandoned** and dispose of it as permitted by law.
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10) Safety, batteries, and care

- **Power sources.** Use only specified battery types and ratings. Do **not** mix old/new batteries or different chemistries. Do not short, puncture, or overheat cells.
- **Heat & ventilation.** Intensive AI use can warm components. Allow airflow; do not block vents. Do not cover the device with fabric or place it on soft surfaces during heavy use.
- **Liquids & impacts.** Keep the device dry. Avoid drops and pressure on the camera module and cables.
- **No life-critical use.** Do not use in situations where failure could cause injury, death, or significant property loss.

11) Software licenses, updates, and re-flashing

- **Open-source.** Some firmware, libraries, and tools are open-source with their own licenses. Those licenses govern your use of that code.
- **No TI firmware distribution.** CALCAI does **not** distribute Texas Instruments operating systems, bootloaders, ROMs, or any TI-copyrighted binaries. If a TI firmware image is required, **you must supply it from your own, lawfully owned device** or use TI's official updater, where permitted.
- **Local patching tools.** If we provide patchers, they operate on **user-supplied** images locally and do not include TI code. You are responsible for ensuring you have the right to use any firmware you provide.
- **No circumvention of protections.** Do **not** use our products to bypass technical protection measures, exam locks, or other security features on TI devices or third-party systems. See also Addendum H (Exam-safe mode) and Addendum K (Anti-circumvention statement).
- **Updates.** We may publish optional updates. Installing custom firmware, root access, or third-party ROMs is at your own risk and may void the warranty.
- **License scope.** You receive a non-exclusive, non-transferable license to use our firmware on your unit. No reverse engineering, decompilation, or circumvention of security features except where legally permitted.

12) Privacy (short form)

- **What we may collect.** Order info (name, shipping address/region for delivery), device serials, and limited diagnostic logs. If you opt into cloud AI features, your prompts and usage may be processed by the AI provider.
- **What we do not do.** We do not sell your personal data.
- **Third-party AI.** Prompts, images, and outputs may be sent to third-party AI providers under their terms. Do **not** share secrets or personal data you do not want processed in the cloud.
- **Payments via Stripe.** Card data is processed by Stripe; we do not store full PAN/CVC. Stripe's privacy policy applies to payment processing.
- **Security.** We use reasonable administrative, technical, and physical safeguards. No method is 100% secure.
- **Privacy requests.** Submit privacy requests via our **Discord server** (link on calcai.cc). We may ask you to verify order info before honoring requests.

For a full Privacy Policy, see calcai.cc.

13) Intellectual property

- **Our IP.** CalcAI brand assets, documentation, and original designs are our IP. Do not use our marks without permission.
- **Your content.** You keep ownership of your prompts and outputs, subject to any third-party AI provider terms.

- **Feedback.** You grant us a perpetual, royalty-free license to use feedback you voluntarily provide to improve products and services.
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14) Trademarks, compatibility wording & no affiliation (Texas Instruments)

- **No affiliation.** CALCAI is not affiliated with, sponsored by, or endorsed by Texas Instruments Incorporated ("TI"). We are an independent company that refurbishes and modifies calculators originally manufactured by TI.
 - **Nominative fair use only.** We reference **TI-84 Plus** and related model names **only** to accurately describe compatibility of our modifications. We do not use TI logos or trade dress in our branding.
 - **No co-branding.** Do not market, list, or label any product as "TI CalcAI," "CalcAI TI-84," or similar co-branded phrasing. Use neutral phrases such as "**Modified graphing calculator (compatible with TI-84 Plus)**" or "**Refurbished TI-84 Plus — modified by CALCAI.**"
 - **Logos & marks.** Do **not** use TI logos, wordmarks, or proprietary fonts in our ads, packaging, website UI, social media handles, or domain names. Where the physical donor unit bears TI markings, that is an **incidental display** of the original manufacturer's mark; it must **not** be presented as endorsement.
 - **Attribution.** *Texas Instruments, TI-84, and TI are trademarks of Texas Instruments Incorporated. All other trademarks are the property of their respective owners.*
 - **Own photography.** Use photography of our **own modified units**; do not reuse TI's marketing images. Avoid angles that imply TI endorsement (e.g., superimposing our logo near TI's mark).
 - **Ads/SEO language.** Avoid phrasing implying official status (e.g., "official," "authorized," "partner"). Use "compatible with" or "for use with" **once** per title/description; do not keyword-stuff brand names.
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15) Compliance & export control

You agree to follow all applicable laws, including U.S. export controls and sanctions. Do not export or re-export to prohibited destinations or users.

16) Disclaimers

- **As-is for certain uses.** Except for the limited warranty in Section 8, products and services are provided "**as is**" and "**as available.**"
- **No guarantees.** We do not guarantee that AI outputs are accurate, reliable, or suitable for any purpose. Always verify important results.
- **Compatibility.** We do not guarantee compatibility with every school network, Wi-Fi, firewall, exam requirement, or third-party API.
- **Beta & experimental.** Features labeled beta/experimental may be unstable and are provided without warranties.
- **Manufacturer warranties.** Modifying a TI device may void the **manufacturer's** warranty. CALCAI's own 14-day workmanship warranty is the **sole** warranty offered by CALCAI.

Some jurisdictions do not allow certain disclaimers; if so, they apply only to the extent allowed by law.

17) Limitation of liability

To the maximum extent allowed by law, CalcAI and its owners, employees, and suppliers will **not** be liable for indirect, incidental, special, consequential, exemplary, or punitive damages; loss of data; loss of profits; business interruption; or device downtime. Our total liability for any claim will not exceed the amount you paid us for the product or service that gave rise to the claim.

18) Indemnification

You agree to defend, indemnify, and hold harmless CalcAI from claims arising out of your misuse of the products, violation of these Terms, infringement of others' rights, or breach of law.

19) (Intentionally omitted)

No standalone age restriction is imposed by CalcAI in these Terms. However, you are responsible for ensuring your use complies with any laws or third-party provider eligibility requirements applicable to you.

20) Disputes; governing law

- **Informal resolution first.** Open a ticket on our **Discord server** (link on **calcai.cc**) and we'll try to resolve the issue.
- **Governing law & venue.** These Terms are governed by the **laws of the State of New Jersey (USA)**, without regard to conflict-of-law rules. State or federal courts located in **New Jersey** will have exclusive jurisdiction, except that small-claims court claims may be filed where allowed.
- **Injunctive relief.** Either party may seek injunctive relief for IP or security violations.

(Optional: Insert an arbitration clause here if you choose to use arbitration. Get local legal advice before enabling mandatory arbitration.)

21) Force majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including acts of God, labor disputes, war, terrorism, embargoes, internet outages, component shortages, or carrier failures.

22) Assignment; severability; entire agreement; survival

- **Assignment.** You may not assign these Terms without our consent. We may assign to an affiliate or successor.
 - **Severability.** If any provision is unenforceable, the remainder remains in effect.
 - **Entire agreement.** These Terms, plus referenced policies, are the entire agreement between you and us regarding the subject matter.
 - **Survival.** Sections relating to IP, warranty limits, disclaimers, liability limits, indemnity, and dispute provisions survive termination.
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23) Changes to these Terms

We may update these Terms at any time. Changes apply to future orders and use. If we make material changes, we will post the new Terms with a new effective date.

24) Contact

- **Discord:** The support server link is posted at **calcai.cc** (open a ticket for support, RMAs, privacy, and general inquiries).
 - **Website:** <https://calcai.cc>
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Addendum A — Technical features & constraints (informational)

- **Connectivity:** 2.4 GHz Wi-Fi recommended; campus networks with captive portals or device isolation may block features.
- **Power:** Use the specified AAA batteries or approved rechargeable equivalents. Do not substitute lithium cells unless explicitly supported.
- **Thermals:** Heavy AI usage may increase temperature; allow cooldown periods.
- **Cameras & sensors:** If your build includes a camera, respect privacy laws and policies before recording.

Addendum B — Service levels (informational)

- **Support hours:** [days/times & timezone]
- **Response targets:** [e.g., 2 business days]
- **Firmware updates:** [how you publish updates]

Addendum C — Returns flow (informational)

1. Open a ticket on our **Discord server** (link on **calcai.cc**) with subject **"Return/Exchange – Order #[number]"**.
2. We authorize and issue an **RMA number** if eligible.
3. You package the device with the RMA, all accessories, and proof of purchase.

4. After inspection, we process a repair, replacement, or refund per Section 8.
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Addendum D — Data retention schedule (informational)

- **Order & payment meta (non-card):** 7 years (for tax/accounting).
- **Diagnostic logs (if you enable logging):** 90 days, then deletion.
- **Access & support tickets:** 180 days after resolution.
- **RMA photos/videos:** 1 year after case closure.

Addendum E — Security disclosure (informational)

- **Responsible disclosure.** Report security issues by opening a private ticket on **Discord** (link on calcai.cc). Do not publicly disclose before we confirm a fix or 90 days, whichever comes first. Good-faith research that avoids user data, service disruption, or device damage is welcomed; unauthorized access to other users' data is prohibited.

Addendum F — DMCA policy (informational)

- If you believe content on calcai.cc infringes your copyright, open a DMCA ticket on **Discord** with: (1) your contact info, (2) a description of the copyrighted work, (3) the URL or description of the allegedly infringing material, (4) a statement under penalty of perjury that you own the rights, and (5) your signature (typed is acceptable). We will remove or disable access to the material and notify the user. Counter-notices may also be submitted through Discord.

Addendum G — Component substitution & EOL (informational)

- **Substitutions.** Due to supply constraints, we may substitute components of equal or greater specification without notice, with no material impact on advertised functionality.
 - **End-of-life (EOL).** We will provide at least **30 days'** notice on calcai.cc before discontinuing a product line or major firmware channel, when practicable.
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Addendum H — Exam-safe mode (informational)

- If offered, Exam-safe mode attempts to disable wireless and AI features. **It does not guarantee compliance** with any exam rules, and acceptance is at the discretion of the testing authority. You must verify rules in advance.
 - We will **not** provide or enable features designed to conceal prohibited functionality from proctors or IT staff.
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Addendum I — Refurbished/modified labeling (informational)

- **Recommended label text for packaging, invoices, and product pages:**
- **"Refurbished & Modified by CALCAI.** Original manufacturer: Texas Instruments. Not affiliated with, sponsored by, or endorsed by Texas Instruments."
- "This product includes third-party hardware/firmware modifications by CALCAI."

Addendum J — TI firmware & copyrighted material (informational)

- CALCAI does **not** host, sell, or distribute TI firmware, ROMs, or copyrighted materials. Tools we provide (if any) operate on **user-supplied** images or open-source alternatives. Do not request that we share TI firmware.

Addendum K — Anti-circumvention statement (informational)

- CALCAI products must **not** be used to defeat technical protection measures on TI or third-party devices or services, including exam modes, cryptographic checks, or access controls. Where interoperability is permitted by law, you must follow the applicable legal process. CALCAI does not provide bypass tools or instructions.

Addendum L — TI-Safe Branding & Quality Control Program (informational)

1) **Authenticity & provenance** - CALCAI only modifies **genuine** donor units originally manufactured by Texas Instruments (TI). - For each donor unit, CALCAI maintains an **intake record**: serial/ID (if present), purchase source, and date. Records retained per Addendum D. - CALCAI does **not** remove or alter TI serial plates; any incidental display of TI markings is solely to identify the donor device.

2) **Quality control (QC) standards - Incoming inspection** (housing integrity, key matrix test, USB/link-port check, battery terminals). - **Electrical safety** (visual check of solder joints; no exposed conductive parts; cable strain relief). - **Functional testing** (boot, display, keypad, link-port; AI connectivity where applicable). - **Burn-in**: 30–60 minutes typical workload to screen early faults. - **Final audit**: photos of finished unit; checklist signed by a technician. QC logs retained per Addendum D.

3) **Labeling & customer notice** - Packaging/product page must state: **“Refurbished & Modified by CALCAI. Original manufacturer: Texas Instruments. Not affiliated with, sponsored by, or endorsed by Texas Instruments.”** - A **device label** (inside battery door or exterior where lawful) states **“Modified by CALCAI”** and the CALCAI order/RMA ID.

4) **Advertising & marketplace listings** - Titles/descriptions may use nominative fair use to describe compatibility: **“Compatible with TI-84 Plus”**. - **Prohibited**: claims of being “official,” “authorized,” “certified,” “partner,” or using TI logos/wordmarks/fonts/trade dress. - Use **CALCAI** as the brand; avoid keyword-stuffing TI marks. Allowed once per listing: “compatible with TI-84 Plus.” - Use **original photography** of our modified units. Do not use TI marketing images.

5) **Domains & handles** - Primary domain: **calcai.cc**. Do **not** register domains or social handles that include **“texasinstruments,” “ti84,”** or similar brand marks.

6) **Takedown & communication protocol** - If TI (or a rights holder) contacts CALCAI regarding confusion or misuse, CALCAI will: (a) acknowledge receipt; (b) review within 3 business days; (c) promptly correct any non-compliant copy/imagery; (d) document remediation. - DMCA requests are handled per Addendum F.

Addendum M — Firmware lawfulness & no-distribution reminder (informational)

- CALCAI does **not** distribute TI firmware/OS/ROMs. Firmware patching tools, if provided, operate on **user-supplied** images and do not contain TI code.
- CALCAI products must **not** be used to bypass exam locks, cryptographic protections, or other technical measures on TI devices (see Addendum K).

Addendum N — Marketplace & ad copy guardrails (informational)

- **DO:** "Modified graphing calculator (compatible with TI-84 Plus). Refurbished & modified by CALCAI. Not affiliated with TI."
- **DON'T:** "Official TI-84 ChatGPT," "TI-84 by CALCAI," "Authorized by Texas Instruments," any TI logos.
- **Search ads:** limit TI brand mentions to **one** compatibility reference; add **negative keywords** that imply affiliation (e.g., "official, authorized").

This document is a template and not legal advice. Local laws vary. Before publishing, have a qualified attorney review for your jurisdiction and business model.