

Terms of Service

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Before you continue reading, please be aware that EdScribe is run and owned by a university student. While I tried my best to protect myself and EdScribe from any liabilities, there may be errors in these Terms of Service as they were adapted from the Basecamp open-source policies / CC BY 4.0. EdScribe and EdScribe's owners will be limited to the greatest extent permitted by law. If you have a question about any of the Terms of Service, please contact hello@edscribe.org.

When we say "Company", "we", "our", or "us" in this document, we are referring to EdScribe and EdScribe's owners.

When we say "Services", we mean any product created and maintained by EdScribe and EdScribe's owners.

When we say "You" or "your", we are referring to the people or organizations that own an account with one or more of our Services.

By using our website edscribe.org, using EdScribe or otherwise making use of our services, you agree to our terms and conditions as laid out in these Terms of Service. We strongly encourage you to read these Terms of Service thoroughly before using or continuing use of our services. If you do not agree to any of the terms in these Terms of Service or related policies, then you may not make use of our services.

These Terms of Service may be changed in any way, at any time by EdScribe without prior notification. It is the user's own responsibility to check this page for changes to our terms and change their agreement to said terms accordingly if required. We encourage checking this page regularly for changes.

When you use our Services, now or in the future, you are agreeing to the latest Terms of Service. That's true for any of our existing and future products and all features that we add to our Services over time. There may be times where we do not exercise or enforce any right or provision of the Terms of Service; in doing so, we are not waiving that right or provision. **These terms do contain a limitation of our liability.**

By agreeing to these Terms of Service and making use of our services, you confirm that you are at least 18 years of age. You may not use our products or services for, in combination with, or by using any illegal products or services. You may not use our products or services for any illegal purposes. You may not use our products or services for political goals. Breaching any of the terms in these Terms of Service will immediately terminate the agreement between us and you. This also means you may no longer make use of our services in any way.

Account Terms

1. You are responsible for maintaining the security of your account and password. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. The Company cannot and will not be liable for any loss or damage of your Personal Data.
- 2.. You are responsible for all content posted and activity that occurs under your account. That includes content posted by others who either: (a) have access to your login credentials; or (b) have their own logins under your account.
3. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

Cancellation and Termination

1. You are solely responsible for properly canceling your account. Within each of our Services, we provide a simple no-questions-asked cancellation process. You can find instructions for how to cancel your account in our [Cancellation policy]. An email or phone request to cancel your account is not automatically considered cancellation.
2. All of your content will be inaccessible from the Services immediately upon account cancellation. We wot recover this information once it has been permanently deleted.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. We do not prorate unused time in the last billing cycle.
4. We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. We have this clause because statistically speaking, out of the hundreds of thousands of accounts on our Services, there is at least one doing something nefarious. There are some things we staunchly stand against and this clause is how we exercise that stance.
5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of a Company employee or officer will result in immediate account termination.

Modifications to the Service and Prices

1. Sometimes it becomes technically impossible to continue a feature or we redesign a part of our Services because we think it could be better or we decide to close new signups of a product. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.
2. Sometimes we change the pricing structure for our products. We may choose to change the prices for existing customers.

Uptime, Security, and Privacy

1. Your use of the Services is at your sole risk. We provide these Services on an “as is” and “as available” basis. We do not offer service-level agreements for our Services.
2. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services without prior notice.
3. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted.
4. We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.
5. Notwithstanding anything to the contrary, Company will have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance Services and for other development, diagnostic and corrective purposes in connection with Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Copyright and Content Ownership

1. All content submitted on or to the Services must comply with U.S. copyright law.

2. We claim no intellectual property rights over the material you provide to the Services. All materials uploaded and referenced remain yours. This includes any content that you reference through, for example, a URL.
3. We do not pre-screen content or references for copyright infringement, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.
4. The names, look, and feel of the Services are copyright© to the Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission by the Company.
6. You must not modify another website so as to falsely imply that it is associated with the Services or the Company.

Features and Bugs

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

As with any software, our Services inevitably have some bugs. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

Liability

We mention liability throughout these Terms but to put it all in one section:

You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to this Terms of Service or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.

Use of AI-generated content

EdScribe retains ownership for AI-generated and exported question sets. You may use the AI-generated and exported question sets for personal, educational, and instructional use only. This means you can use the AI-generated and exported question sets for your own personal purposes, for your individual study, and to teach your students. You may not use the AI-generated and exported question sets for commercial purposes. This means you can't sell it, use it for advertising or marketing purposes, or use it any other way in connection with a business or profit-generating activity. You may not post or otherwise make the AI-generated and exported question sets available on any website, application, shared drive, or other sites or services, except when distributing AI-generated and exported question sets to your students (and as needed, their guardian/caregiver). You may not share, send, sell, sublicense, or transfer AI-generated and exported question sets to someone else for their own Personal Use. You are solely responsible for the accuracy and correctness of AI-generated content and question sets when posting or make AI-generated content and questions sets available on any website, application, shared drive, or other sites or services. It is possible that any AI-generated content or question sets are inaccurate and contain errors. You are solely responsible for any content shared with your students or distributed to them.

In no event shall EdScribe or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if EdScribe or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

The Company will have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance Services and for other development, diagnostic and corrective purposes in connection with Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Refund

For no reason shall you receive a refund for the fees you already paid for your current subscription period. Certain refund requests for Subscriptions may be considered by EdScribe on a case-by-case basis and granted at the sole discretion of EdScribe.

Privacy policy

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Identity & access

When you sign up for EdScribe, we typically ask for identifying information such as your name, email address, and maybe a school name. That's just so you can personalize your new account, and we can send you invoices, updates, or other essential information. We'll never sell your personal info to third parties, and we won't use your name or school in marketing statements without your permission either.

Billing information

When you pay for an EdScribe product, we ask for your credit card and billing address. That's so we can charge you for service, calculate taxes due, and send you invoices. Your credit card is passed directly to our payment processor and doesn't ever go through our servers. We store a record of the payment transaction, including the last 4 digits of the credit card number and as-of billing address, for account history, invoicing, and billing support. We store your billing address to calculate any sales tax due in the United States, to detect fraudulent credit card transactions, and to print on your invoices.

Geolocation data

We log all access to all accounts by full IP address so that we can always verify no unauthorized access has happened. We keep this login data for as long as your product account is active.

We also log full IP addresses used to sign up a product account.

Web analytics data — described further in the Website Interactions section — are also tied temporarily to IP addresses to assist with troubleshooting cases.

Website interactions

When you browse our marketing pages or applications, your browser automatically shares certain information such as which operating system and browser version you are using. We track that information, along with the pages you are visiting, page load timing, and which website referred you for statistical purposes like conversion rates and to test new designs. We sometimes track specific link clicks to help inform some design decisions. These web analytics data are tied to your IP address and user account if applicable and you are signed into our Services.

Anti-bot assessments

We may use CAPTCHA services across our applications to mitigate brute force logins or other misuse of our service.

Service data

The Company will have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance Services and for other development, diagnostic and corrective purposes in connection with Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Please read the Terms of Service for further information on how we may use and retain the right to AI-generated and exported question sets, and what your rights to the AI-generated and exported question sets are.

Cookies and Do Not Track

We do use persistent first-party cookies to store certain preferences, make it easier for you to use our applications, and support some in-house analytics. A cookie is a piece of text stored by your browser to help it remember your login information, site preferences, and more. You can adjust cookie retention settings in your own browser.

At this time, our sites and applications do not respond to Do Not Track beacons sent by browser plugins.

Voluntary correspondence

When you write EdScribe with a question or to ask for help, we keep that correspondence, including the email address, so that we have a history of past correspondences to reference if you reach out in the future.

We also store any information you volunteer like surveys. Sometimes when we do customer interviews, we may ask for your permission to record the conversation for future reference or use. We only do so if you give your express consent.

Information we do not collect

We don't collect any characteristics of protected classifications including age, race, gender, religion, sexual orientation, gender identity, gender expression, or physical and mental abilities or disabilities. You may provide these data voluntarily.

We also do not collect any biometric data. You are given the option to add a picture to your user profile, which could be a real picture of you or a picture of something else that represents you best. We do not extract any information from profile pictures: they are for your use alone.

When we access or share your information

Reasons for accessing or sharing your info are:

****To provide products or services you've requested**.** We do use some third-party services to run our applications and only to the extent necessary process some or all of your personal information via these third parties.

****To help you troubleshoot or squash a software bug, with your permission.**** If at any point we need to access your account to help you with a Support case, we will ask for your consent before proceeding.

****To investigate, prevent, or take action regarding restricted uses.**** We may access a customer's account when investigating potential abuse. We have an obligation to protect the privacy and safety of both our customers and the people reporting issues to us. If we do discover you are using our products for a restricted purpose, we will report the incident to the appropriate authorities.

****When required under applicable law.****

EdScribe is a US company and all data infrastructure are located in the US.

* If US law enforcement authorities have the necessary warrant, criminal subpoena, or court order requiring we share data, we have to comply. Otherwise, we flat-out reject requests from local and federal law enforcement when they seek data.

* Similarly, if EdScribe receives a request to preserve data, we refuse unless compelled by either the US Federal Stored Communications Act, 18 U.S.C. Section 2703(f) or a properly served US subpoena for civil matters. In both of these situations, we have to comply. In these situations, we mustn't notify affected customers. We do not share preserved data unless absolutely required under the Stored Communications Act or compelled by a court order that we choose not to appeal.

* If we are audited by a tax authority, we may be required to share billing-related information. If that happens, we only share the bare minimum needed such as billing addresses and tax exemption information.

Finally, if EdScribe is acquired by or merged with another company we'll notify you well before any info about you is transferred and becomes subject to a different privacy policy.

Your rights with respect to your information

At EdScribe, we apply the same data rights to all customers, regardless of their location. Currently some of the most privacy-forward regulations in place are the European Union's General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA") in the US. EdScribe recognizes all of the rights granted in these regulations, except as limited by applicable law. These rights include:

* ****Right to Know.**** You have the right to know what personal information is collected, used, shared or sold. We outline both the categories and specific bits of data we collect, as well as how they are used, in this privacy policy.

* **Right of Access.** This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.

* **Right to Correction.** You have the right to request correction of your personal information.

* **Right to Erasure / “To be Forgotten”.** This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession and, by extension, all of our service providers. Fulfillment of some data deletion requests may prevent you from using EdScribe services because our applications may then no longer work. In such cases, a data deletion request may result in closing your account.

* **Right to Complain.** You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority. To identify your specific authority or find out more about this right, EU individuals should go to [\[https://edpb.europa.eu/about-edpb/board/members_en\]](https://edpb.europa.eu/about-edpb/board/members_en)(https://edpb.europa.eu/about-edpb/board/members_en).

* **Right to Restrict Processing.** This is your right to request restriction of how and why your personal information is used or processed, including opting out of sale of personal information. (Again: we never have and never will sell your personal data.)

* **Right to Object.** You have the right, in certain situations, to object to how or why your personal information is processed.

* **Right to Portability.** You have the right to receive the personal information we have about you and the right to transmit it to another party.

* **Right to not be subject to Automated Decision-Making.** You have the right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable law, or is based on your explicit consent.

* **Right to Non-Discrimination.** This right stems from the CCPA. We do not and will not charge you a different amount to use our products, offer you different discounts, or give you a lower level of customer service because you have exercised your data privacy rights. However, the exercise of certain rights (such as the right “to be forgotten”) may, by virtue of your exercising those rights, prevent you from using our Services.

How we secure your data

For EdScribe, most data are not encrypted while they live in our database (since it needs to be ready to send to you when you need it), but we go to great lengths to secure your data at rest.

Location of site and data

Our products and other web properties are operated in the United States. If you are located in the European Union or elsewhere outside of the United States, **please be aware that any information you provide to us will be transferred to and stored in the United States**. By using our Site, participating in any of our services and/or providing us with your information, you consent to this transfer.

Changes & questions

We may update this policy as needed to comply with relevant regulations and reflect any new practices. If you have a question about any of the Privacy Policy, please contact hello@edscribe.org.