

Terms & Conditions for BG Profile Generator

Effective Date: Jul 23, 2025

These Terms and Conditions ("Terms") govern your access to and use of the BG Profile Generator, an AI-powered interactive software application ("Application") provided by Village of Wisdom, a non-profit organization located at 600 E Umstead St, Durham, NC 27701 ("Organization," "we," "us," or "our").

By accessing, downloading, installing, or using the BG Profile Generator, you agree to be bound by these Terms and our Privacy Policy [Link to Privacy Policy, if available]. If you do not agree to these Terms, you may not access or use the Application.

1. Description of the Application

The BG Profile Generator is an AI-powered, student-facing interface designed to assist users in creating personal profiles based on provided input. The Application utilizes various artificial intelligence models, including but not limited to [Insert GPT/LLM Models used i.e. GPT-40, Claude 3 Opus, Claude 3.5 Sonnet], to process user input and generate profile content. Application content output includes personal education profile generation, wellness check-ins, support recommendations, and culturally affirming experience benchmarking.

2. Eligibility

The BG Profile Generator is intended for use by students or a representative guardian with and always with the approval and support of the representative legal guardian. By using the Application, you represent and warrant that you meet the age and/or eligibility requirements applicable in your jurisdiction to enter into a binding agreement. If you are under the age of majority in your jurisdiction, you must have the consent of a parent or legal guardian to use the Application, and your parent or guardian must agree to these Terms on your behalf.

3. Data Collection and Use

We collect data that you provide directly when using the Application, including responses to questionnaires, text input into chat interfaces, and any other information you submit. We also collect data related to your interaction with and usage of the Application.

The data collected is used for the following purposes:

- A. To operate, maintain, and improve the functionality and user experience of the BG Profile Generator.
- B. To train and refine the underlying AI models used within the Application to enhance performance, accuracy, and relevance of generated content.
- C. To align AI model output with findings and insights derived from VOW research.
- D. To conduct research and analysis related to the effectiveness and impact of the Application.

4. Data Handling, Anonymization, and Security

We are committed to protecting your privacy and handling your data responsibly.

- A. Anonymization: User data will be anonymized before being processed for the purpose of training and refining the AI models. Anonymization techniques will be applied to remove or alter personal identifiable information (PII) so that the data cannot be linked back to an individual user.
- B. Secure Storage of PII: Source data that includes personal identifiable information will be stored securely using industry-standard security measures to prevent unauthorized access, disclosure, alteration, or destruction.
- C. Contact Information: Contact information provided by users may be retained separately from anonymized data. This information is collected and retained for the purpose of contacting users in the future to request additional consent for the use of their data for purposes not explicitly outlined in these Terms or the Privacy Policy. We will not use your contact information for marketing purposes without your explicit consent.

For more detailed information on how we collect, use, and protect your data, please refer to our Privacy Policy [[Link to Privacy Policy](#)].

5. User Responsibilities and Conduct

You agree to use the BG Profile Generator only for its intended purpose and in compliance with these Terms and all applicable laws and regulations. You agree not to:

- A. a. Use the Application for any unlawful or fraudulent purpose.
- B. b. Input or upload any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- C. c. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- D. d. Attempt to gain unauthorized access to the Application, its systems, or user data.
- E. e. Interfere with or disrupt the operation of the Application or the servers or networks connected to the Application.
- F. f. Use the Application to generate content that infringes upon the intellectual property rights or other proprietary rights of others.

6. Intellectual Property

All rights, title, and interest in and to the BG Profile Generator, including all software, algorithms, AI models, documentation, and content provided by the Organization (excluding user-generated content), are owned by the Organization or its licensors and are protected by copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the

Application for your personal, non-commercial use in accordance with these Terms. This license does not grant you any rights to copy, modify, distribute, sell, or lease any part of the Application or its underlying technology.

7. User-Generated Content

Any content you input or generate through your use of the Application ("User Content") remains your property. However, by submitting User Content, you grant the Organization a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, copy, modify, create derivative works based on, distribute, publicly display, publicly perform, and otherwise exploit your User Content in connection with operating, improving, and promoting the Application, including for the purpose of training and refining the AI models as described in Section 3, subject to the data handling provisions in Section 4.

You represent and warrant that you have the necessary rights and permissions to grant the above license for any User Content you submit.

8. Disclaimer of Warranties

THE BG PROFILE GENERATOR IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ORGANIZATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE ORGANIZATION DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE ORGANIZATION DOES NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION WILL BE ACCURATE OR RELIABLE.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ORGANIZATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE ORGANIZATION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID, IF ANY, FOR

ACCESSING OR USING THE APPLICATION, OR ONE HUNDRED U.S. DOLLARS (\$100), WHICHEVER IS LESS.

10. Indemnification

You agree to indemnify, defend, and hold harmless the Organization, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation of these Terms or your use of the Application.

11. Modifications to the Terms

We reserve the right to modify these Terms at any time. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Application, or updating the "Effective Date" at the top of these Terms. Your continued use of the Application after the effective date of the revised Terms constitutes your acceptance of the revised Terms.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of [Insert State where Non-Profit is Registered], without regard to its conflict of law principles.

Any dispute arising out of or relating to these Terms or the Application shall be resolved exclusively by the state and federal courts located in [Insert County and State where Non-Profit is Located]. You hereby consent to the personal jurisdiction of such courts.

13. Severability

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

14. Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Organization regarding your use of the BG Profile Generator and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Application.

15. Contact Information

If you have any questions about these Terms or the BG Profile Generator, please contact us at:

[Insert Non-Profit Organization Name]

[Insert Address]

[Insert Email Address]

[Insert Phone Number (Optional)]

By using the BG Profile Generator, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.