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TERMS OF SERVICE AGREEMENT **FOR INDIVIDUAL & HOME USE**

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NOTE: These Terms apply to individual subscribers, including independent teachers, home educators, tutors, and learning pod coordinators, who subscribe to EduImpact AI Teaching Coach. If your school or district has entered into a separate Master Service Agreement with EduImpact, your use of the Service will be governed by those institutional terms rather than these Terms. PLEASE READ THESE TERMS CAREFULLY BEFORE SUBSCRIBING. BY CLICKING “I AGREE,” COMPLETING ACCOUNT SETUP, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY.

ARTICLE I. ACCEPTANCE OF TERMS

EduImpact LLC, doing business as EduImpact (“EduImpact,” “Company,” “we,” “us,” or “our”), provides the EduImpact website, platform, related web properties, and the EduImpact AI Teaching Coach services, tools, content, and subscription offerings (collectively, the "Service"), subject to your compliance with these Terms and Conditions of Use (the "Terms"), as well as any other written agreement between you and EduImpact.

We may update or modify these Terms from time to time. If material changes are made, we will provide notice as required by applicable law or as described in these Terms. You are responsible for periodically reviewing the current version of the Terms. Your continued use of the Service after revised Terms become effective constitutes your acceptance of those changes.

As used in these Terms, “Affiliates” means our parent companies, subsidiaries, affiliated entities, successors, assigns, licensors, service providers, contractors, officers, directors, employees, and agents involved in the ownership, operation, support, or provision of the Service.

By accessing or using the Service, clicking “I Agree,” creating an account, or subscribing, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use the Service. Your sole remedy for dissatisfaction with the Service or these Terms is to discontinue use of the Service and cancel your subscription, subject to any applicable cancellation terms.

These Terms become effective when you first click “I Agree,” create an account, subscribe, or otherwise use the Service.

ARTICLE II. SERVICE

EduImpact AI Teaching Coach provides access to an AI-powered coaching assistant trained on validated instructional frameworks and recognized educational standards. The Service currently includes, but is not limited to, the following features:

- **AI Coaching Chat:** Conversational instructional coaching informed by K–5 educational research, with expanded grade-level support added over time.
- **Lesson Planner:** Generation of standards-aligned lesson plans, including support for Common Core State Standards for English Language Arts, Texas Essential Knowledge and Skills, and other applicable frameworks.
- **Teaching Library:** Tools that allow you to upload, store, organize, and access your instructional materials.
- **Growth Portrait:** An AI-generated summary of your professional development progress over time, based on coaching sessions, session ratings, and usage activity.
- **Session Review:** Tools that allow you to review and rate prior coaching interactions.

The features available to you depend on the subscription tier identified in your Order Confirmation. EduImpact may add, modify, suspend, or discontinue features from time to time, subject to notice requirements described in ARTICLE 6.

You are responsible for obtaining and maintaining any equipment, internet access, software, and third-party services necessary to access and use the Service.

No Guarantee. Although the Company works hard to provide quality the Service, you understand and acknowledge that we cannot promise or guarantee specific results from using the Program or Offerings available on this site.

Temporary Interruptions. You understand and agree that temporary interruptions to the Site may occur as a normal event beyond our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with the Services. You agree that the Service available is provided “AS IS” and that we assume no responsibility for the

timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

ARTICLE III. ELIGIBILITY

You must be at least eighteen (18) years of age to create an account, subscribe to, or use the Service. During registration, you may be required to confirm that you meet this age requirement. By creating an account, clicking “I Agree,” subscribing, or using the Service, you represent and warrant that you are at least eighteen (18) years old and have the legal capacity to enter into these Terms.

The Service is intended for use by educators and education-related professionals, including classroom teachers, home educators, tutors, instructional coaches, administrators, and similar users.

You may use the Service only for lawful educational, instructional, or related professional purposes. Use of the Service for unrelated commercial purposes, resale, competitive analysis, or other unauthorized business activities without EduImpact’s prior written consent is prohibited.

3.01. Registration

To access the Service, you must create an account using a valid email address and establish secure login credentials, including an access code or password. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

You agree to notify EduImpact immediately at support@eduimpact.ai if you know of or suspect any unauthorized access to, use of, or security breach involving your account.

Your account is personal to you and may be used only by the registered subscriber. You may not share your account, transfer your account, or permit any other person to use your login credentials or access the Service through your account.

3.02. Accurate Information

You agree to provide accurate, current, and complete information when creating and maintaining your account, and to promptly update such information if it changes.

EduImpact reserves the right to suspend, restrict, or terminate accounts containing false, misleading, outdated, or incomplete information, or accounts maintained in violation of these Terms.

ARTICLE IV. PLAN, PAYMENT, AND CANCELLATION

401. Subscription Plans

EduImpact offers individual subscription plans for personal use by educators. Current subscription options include the following:

- ***EduImpact Direct Monthly***: \$20.00 per month, billed monthly and automatically renewing each billing cycle unless canceled. Cancel anytime before renewal to avoid future charges.
- ***EduImpact Direct Annual***: \$200.00 per year, billed annually and automatically renewing each annual term unless canceled. This plan reflects a discounted annual rate compared to monthly billing. EduImpact will send a renewal reminder to the email address associated with your account at least thirty (30) days before the applicable renewal date, or within any other timeframe required by applicable law.

All subscriptions are sold on a **per-seat** basis, meaning each paid subscription authorizes access for one named individual user account only. A subscriber may access the Service on multiple personally controlled devices, subject to reasonable usage limits and security controls, but may not share login credentials or allow multiple users to access the Service through a single account.

Family plans, team plans, school licenses, district deployments, enterprise plans, or other multi-user access arrangements are available only if expressly offered by EduImpact under separate pricing or written agreement. Unless expressly stated otherwise, no subscription includes access for multiple users.

EduImpact reserves the right to monitor account usage and suspend or convert accounts that exceed authorized seat limits or violate account-sharing restrictions.

Current pricing, available plans, and promotional offers are displayed at eduimpact.ai/pricing and in your applicable Order Confirmation. In the event of a conflict, the pricing stated in your Order Confirmation controls for your then-current billing term.

4.02. Fees, Payment, and Promotion

If you purchase a subscription or any paid offering made available through the Service, you agree to pay all fees, charges, taxes, and other amounts associated with your selected plan or purchase. All fees are stated in U.S. dollars unless otherwise specified.

EduImpact may offer introductory pricing, discounts, free trials, promotional rates, coupons, referral credits, or other temporary offers. Unless expressly stated otherwise, such offers are limited-time, may be modified or withdrawn at any time, apply only to eligible users, may not be combined, have no cash value, are non-transferable, and expire automatically if unused. After any promotional period ends, standard pricing then in effect will apply.

For subscriptions and other recurring services, charges will be billed in advance of the applicable billing period and will automatically renew unless canceled in accordance with these Terms. You agree to provide accurate, current, and complete billing information, including your legal name, billing address, payment method details, and contact information, and to promptly update such information if it changes.

EduImpact reserves the right to correct pricing errors, typographical errors, billing mistakes, or inaccuracies in descriptions at any time, including after an order is submitted. If a material correction adversely affects your order, EduImpact may provide notice and an opportunity to cancel or modify the purchase where required by law.

4.03. Failed Payments and Overdue Amounts

If a payment is declined, reversed, returned unpaid, disputed, charged back, or otherwise cannot be processed, EduImpact may retry the charge using the payment method on file and may notify you to update your billing information.

If amounts remain unpaid, EduImpact may suspend, downgrade, restrict, or terminate your access to paid features or the Service until all outstanding amounts are paid in full. EduImpact also reserves the right to recover any unpaid balances, chargeback fees, returned payment fees, collection costs, reasonable attorneys' fees, and other expenses incurred in collecting overdue amounts to the fullest extent permitted by law.

EduImpact may require future payments to be made through an alternative approved payment method, may revoke promotional eligibility, and may restrict access to future purchases if prior payment issues occur.

Unless otherwise required by law, EduImpact may retain account data for a reasonable period following suspension or nonpayment to allow account reactivation or comply with legal and operational obligations.

4.04. Free Trial

EduImpact may offer a thirty (30) day free trial to eligible new subscribers or other promotional trial periods as determined in EduImpact's sole discretion. Eligibility for any free trial is determined by EduImpact and may be limited by prior use, account history, payment method, device, household, promotional code usage, or other factors. EduImpact may modify, withdraw, or terminate any free trial offer at any time to the extent permitted by law. Because users receive the disclosed free trial period before the first charge, refunds after trial conversion are generally not provided unless required by law or approved by EduImpact in its discretion.

Unless otherwise disclosed at sign-up, during the applicable free trial period, you will receive access to the selected subscription plan at no charge. At the end of the trial period, your subscription will automatically convert to a paid subscription, and the payment method on file will be charged the then-current applicable subscription fee, unless canceled before the trial ends.

To avoid charges, you must cancel before the expiration of the trial period using the cancellation methods described in Section 5.08. Partial trial periods are not credited or refunded.

For California residents, and where otherwise required by law, automatic renewal and trial conversion disclosures provided at checkout are incorporated into these Terms.

4.05. Automatic Renewal

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL BEFORE THE RENEWAL DATE.

Unless canceled in accordance with these Terms, each subscription automatically renews for successive renewal terms equal in length to the initial billing period at the then-current price, plus applicable taxes and fees.

Monthly subscriptions generally renew on the same calendar date each month, subject to billing system adjustments.

Annual subscriptions generally renew on the anniversary date of the initial subscription term.

EduImpact will provide renewal reminders or advance notices as required by applicable law, including for annual plans.

You may disable automatic renewal or cancel your subscription at any time through your account settings or by contacting support@eduimpact.ai. Cancellation requests must be received before the renewal charge is processed to avoid billing for the next term.

4.06. Price Changes

EduImpact may change subscription pricing, billing structures, taxes, fees, features, or plan benefits at any time in its sole discretion, subject to applicable law.

For active subscribers, any material price increase will take effect no earlier than your next renewal term following any legally required notice period. Where no specific notice period is required by law, EduImpact will use commercially reasonable efforts to provide advance notice.

If you do not cancel before the new pricing becomes effective, your renewal and continued use of the Service constitute acceptance of the updated pricing.

4.07. Payment Processing

Payments are processed through third-party payment processors, including Stripe, Inc., or other providers selected by EduImpact. EduImpact does not directly store complete payment card information. By submitting payment information, you authorize EduImpact and its payment processor to charge your payment method for recurring subscription fees, one-time purchases, taxes, and any other authorized charges associated with your account.

Payment transactions are also subject to the applicable processor's terms of service and privacy policy.

For California residents, EduImpact shares billing information with payment processors solely to facilitate transactions and related account servicing.

4.08. Cancellation

You may cancel your subscription at any time through one of the following methods:

- (a) Through your account settings, if available; or
- (b) By emailing support@eduimpact.ai from the email address associated with your account.

Unless otherwise required by law, cancellation becomes effective at the end of the current paid billing period. You will retain access to paid features through the remainder of that billing period.

Canceling your subscription stops future renewals but does not retroactively cancel charges already incurred.

4.09. Refunds

Except as required by applicable law or expressly stated in a written promotional offer, subscription fees and other charges are generally non-refundable once billed.

Initial Subscription Satisfaction Guarantee. For a first-time paid subscription purchase, EduImpact may provide a refund request window of fourteen (14) days from the initial paid charge, provided the account is in good standing and no abuse of the refund policy has occurred. Free trial conversions may be excluded if the user received the full disclosed trial period and failed to cancel before billing, unless otherwise required by law or approved by EduImpact in its discretion.

Renewals and Partial Billing Periods. Renewal charges and partially used billing periods are generally non-refundable, and EduImpact does not provide prorated refunds for mid-cycle cancellations unless required by law. Cancellation stops future renewals.

Billing Errors / Duplicate Charges. If you believe you were charged in error, notify EduImpact promptly at support@eduimpact.ai. Verified billing errors, duplicate charges, or unauthorized processor errors will be corrected.

Company Discretion. EduImpact may, in its sole discretion, issue refunds, credits, or service extensions on a case-by-case basis. Providing a refund or credit in one instance does not obligate EduImpact to do so in the future.

Chargebacks. Before initiating a chargeback, users agree to contact EduImpact support to allow a reasonable opportunity to resolve the issue.

ARTICLE V. USE OF SERVICE

5.01. Permitted Uses

Subject to these Terms, EduImpact grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Service for your personal, lawful, internal educational or professional development purposes. Permitted uses include:

- (a) receiving AI-assisted coaching regarding instructional practices and educator development;
- (b) generating lesson plan ideas, frameworks, drafts, and related educational materials for your own review and adaptation;
- (c) uploading, organizing, storing, and accessing your own teaching materials, subject to these Terms;
- (d) reflecting on, reviewing, and tracking your professional growth over time; and
- (e) using other features expressly made available under your subscription plan.

You remain solely responsible for reviewing, modifying, validating, and independently evaluating all outputs before relying on or implementing them.

EduImpact reserves the right, but not the obligation, to review, restrict, remove, or disable access to content that violates these Terms, infringes rights, creates risk, or is otherwise objectionable.

EduImpact may establish reasonable storage, bandwidth, file-size, retention, and fair-use limits and may modify such limits over time.

5.02. Prohibited Uses

You may not, and may not permit any third party to, use the Service to:

- (a) use AI-generated outputs as final determinations or as a substitute for your independent professional judgment, including for consequential decisions involving learners, students, families, employees, or third parties;
- (b) submit, upload, or disclose sensitive personal information, including a child's full name combined with identifying details such as school name, address, student ID number, medical information, disability status, disciplinary records, or similar protected data;
- (c) violate any applicable law, regulation, court order, school policy, district policy, or third-party rights;
- (d) impersonate any person or entity;
- (e) send spam, mass solicitations, or unauthorized marketing;
- (f) upload malicious code or harmful files;
- (g) interfere with system integrity or security;
- (h) attempt unauthorized access to networks, accounts, or data;
- (i) share your account credentials, allow unauthorized access, or permit multiple users to access the Service through a single account unless expressly authorized by EduImpact;

- (j) resell, sublicense, lease, distribute, white-label, commercially exploit, or otherwise make the Service available to third parties without EduImpact’s prior written consent;
- (k) copy, scrape, harvest, download in bulk, reverse engineer, decompile, disassemble, attempt to discover source code, extract prompts or model parameters, or otherwise attempt to derive underlying technology from the Service;
- (l) circumvent subscription limits, access controls, security features, or usage restrictions;
- (m) generate, transmit, or store content that is unlawful, fraudulent, defamatory, harassing, threatening, abusive, hateful, obscene, or otherwise objectionable;
- (n) introduce malware, viruses, malicious code, bots, or automated systems that interfere with the Service;
- (o) Infringing or allegedly infringing on a third party’s intellectual property rights, including patent, trade secret, copyright, trademark, right of publicity or other proprietary rights;
- (p) use the Service to develop a competing product or benchmark the Service for competitive purposes without written authorization; or
- (q) use the Service as the primary basis for a commercial tutoring, coaching, consulting, or multi-user business offering unless permitted under an applicable commercial or enterprise license.

5.03. Enforcement

EduImpact may monitor compliance, investigate suspected misuse, and suspend, restrict, or terminate access to the Service for violations of this Section or other provisions of these Terms.

EduImpact does not endorse and is not responsible for user-submitted content, uploaded materials, or third-party materials made available through the Service.

5.04. Third-Party Services

The Service may contain links to or integrations with third-party websites or services. EduImpact is not responsible for third-party content, availability, security, or practices.

5.05. Student and Child Data Restrictions

The Service is intended for educator use only and not for direct use by children or students. Users may not create child accounts or knowingly permit children to directly use the Service unless expressly authorized under a separate institutional agreement.

Users should not submit sensitive student information or personally identifiable student records except as expressly permitted under an applicable district or school agreement. Users remain responsible for complying with FERPA, COPPA, state student privacy laws, district policies, and other applicable obligations.

Users are solely responsible for ensuring that their use of the Service complies with all applicable laws, regulations, contractual obligations, and institutional policies, including the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), state student privacy laws, and applicable school or district requirements.

If you use the Service pursuant to a school, district, or institutional agreement, additional data handling terms may apply under that separate agreement.

EduImpact's collection, use, storage, retention, and disclosure of personal information are governed by the Privacy Policy, which is incorporated into these Terms by reference.

ARTICLE VI. SUSPENSION AND TERMINATION OF SERVICE

6.01. Termination Discretion

EduImpact may, in its sole discretion and to the fullest extent permitted by applicable law, suspend, restrict, disable, or terminate your access to all or any portion of the Service, with or without prior notice, for any lawful reason, including if EduImpact reasonably determines that:

- (a) you have violated these Terms or any incorporated policy;
- (b) payment is overdue, declined, reversed, or disputed;
- (c) your account information is false, misleading, or incomplete;
- (d) your use of the Service creates security, legal, operational, or reputational risk;
- (e) fraudulent, deceptive, abusive, unauthorized, or unlawful activity is suspected;
- (f) continued access may harm EduImpact, other users, or third parties; or
- (g) EduImpact discontinues the Service or any portion of it.

EduImpact may investigate suspected violations and may report suspected unlawful conduct to law enforcement, regulators, payment processors, or other appropriate third parties.

6.02. Effect of Termination

Upon suspension or termination, your right to access and use the Service, including any paid features, will immediately cease to the extent specified by EduImpact. Termination does not relieve you of any obligation to pay fees, charges, or other amounts accrued before the effective date of termination.

Unless otherwise required by law or expressly stated in these Terms, EduImpact has no obligation to provide refunds, credits, or compensation arising from a suspension or termination based on your breach of these Terms or misuse of the Service.

EduImpact will not be liable to you or any third party for any suspension, restriction, or termination of access undertaken in good faith under these Terms or as required by law.

6.03. Survival

Any provisions of these Terms that by their nature should survive suspension or termination will remain in full force and effect, including provisions relating to payment obligations, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, and enforcement rights.

6.04. Data Retention

Upon cancellation or termination of your subscription, EduImpact may retain your account data and associated content for a period of up to ninety (90) days to allow for account reactivation, continuity of service, administrative purposes, and compliance with legal obligations. After this period, EduImpact will delete or de-identify your data in accordance with its standard data retention practices, unless a longer retention period is required or permitted by law.

You may request deletion of your account and personal data at any time by contacting privacy@eduimpact.ai with the subject line “Delete My Data.” EduImpact may take reasonable steps to verify your identity before processing such requests and may retain certain information as necessary to comply with legal obligations, resolve disputes, enforce agreements, or maintain security and integrity of the Service.

Additional details regarding data retention practices, including categories of data and applicable retention periods, are described in the Privacy Policy, which is incorporated into these Terms by reference.

ARTICLE VII. AI COACHING DISCLAIMER

EduImpact AI Teaching Coach is an informational and advisory tool intended to support educator reflection, lesson planning, instructional development, and professional growth. The Service does not provide legal advice, medical advice, mental health counseling, clinical guidance, licensure advice, or any guaranteed educational outcome.

AI-generated responses, coaching suggestions, lesson plan frameworks, recommendations, and related outputs are provided for general informational purposes only and should be independently reviewed, adapted, and evaluated by a qualified educator before implementation. You remain solely responsible for all instructional decisions, classroom practices, student supervision, compliance obligations, and professional judgments.

EduImpact does not replace the judgment of teachers, administrators, specialists, counselors, or other licensed professionals. You should not rely on the Service as the sole basis for decisions affecting student learning, discipline, accommodations, safety, grading, evaluations, employment matters, or other consequential determinations.

Artificial intelligence systems may generate content that is inaccurate, incomplete, outdated, biased, inconsistent, or unsuitable for your particular circumstances. EduImpact does not warrant or guarantee the accuracy, reliability, completeness, legality, fitness, or usefulness of any AI-generated output. You are responsible for verifying outputs before use.

To the fullest extent permitted by law, EduImpact disclaims liability for actions taken or not taken in reliance on AI-generated content, except as otherwise expressly required by applicable law.

For individual subscribers purchasing the Service directly, EduImpact manages account data as described in the Privacy Policy. Any FERPA “school official” role, if applicable, arises only under a separate written agreement with a school, district, or other educational institution. Individual users remain responsible for avoiding the submission of unnecessary student-identifiable information and for complying with applicable privacy laws and institutional policies.

7.01. Adaptive Coaching Features

To improve user experience, EduImpact may analyze recent interactions to adjust the tone, pacing, and presentation style of coaching responses. This may include detecting general communication preferences and conversational context. These features are designed solely to personalize user experience and are not used for employment decisions, evaluations, or disciplinary purposes.

Where required by law, EduImpact will obtain consent before using certain personalization features. For additional detail, see our Privacy Policy.

ARTICLE VIII. INTELLECTUAL PROPERTY

8.01 Ownership of Your Content

As between you and EduImpact, you retain ownership of the prompts, messages, lesson plans, teaching materials, files, data, documents, and other content that you create, submit, upload, transmit, or store through the Service ("Your Content"), subject to the rights granted in these Terms. EduImpact does not claim ownership of Your Content solely because you use the Service.

8.02. License Granted to EduImpact

To operate, maintain, secure, and improve the Service, you grant EduImpact a limited, non-exclusive, worldwide, royalty-free, sublicensable, and revocable license to host, store, reproduce, transmit, process, display, format, modify as technically necessary, and otherwise use Your Content solely for legitimate business purposes related to providing the Service.

These purposes include making the Service available to you, generating AI coaching responses, storing files, maintaining backups, debugging errors, preventing fraud, enforcing these Terms, complying with legal obligations, improving functionality, and developing or enhancing features.

Where EduImpact offers optional participation in AI training, human review, or quality improvement programs, any use of Your Content for those purposes will be governed by the disclosures, settings, and consent choices then made available to you.

Except as expressly stated in these Terms, EduImpact does not acquire ownership of Your Content and will not sell Your Content to third parties for monetary consideration.

8.03. Responsibility for Your Content

You are solely responsible for Your Content and for all consequences arising from submitting, storing, sharing, or using it through the Service. By providing Your Content, you represent and warrant that you possess all rights, licenses, permissions, and authority necessary to upload, use, and authorize EduImpact to process such content under these Terms.

You further represent and warrant that Your Content does not infringe, misappropriate, or violate any copyright, trademark, patent, trade secret, privacy right, publicity right, confidentiality obligation, contractual restriction, school policy, or other right of any person or entity, and that Your Content complies with applicable law.

If you upload materials obtained through a school, district, employer, publisher, marketplace, or other third party, you are solely responsible for ensuring that such upload and use is permitted under the applicable agreement, license, or policy.

8.04. Restricted and Prohibited Uploads

Unless you have express written authorization or another lawful right to do so, you may not upload, store, or submit commercial curriculum materials, paid educational resources, subscription-only content, answer keys, assessments, textbooks, district-licensed materials, proprietary training materials, confidential records, or content clearly marked as restricted or copyrighted.

You may not upload content that is unlawful, infringing, deceptive, defamatory, abusive, harassing, malicious, obscene, discriminatory, or that contains malware, viruses, or harmful code.

If you are uncertain whether you have the right to upload particular content, do not upload it. You may instead describe the concept, standard, or instructional objective in your own words.

8.05. EduImpact Intellectual Property

The Service and all elements of the Service, including software, source code, object code, databases, architecture, interfaces, workflows, prompts, prompt libraries, response systems, AI systems, models, training methods, documentation, visual designs, graphics, logos, trademarks, service marks, trade dress, audiovisual works, compilations, and all related technology and intellectual property rights, are owned by EduImpact LLC or its licensors and are protected by United States and international copyright, trademark, trade secret, patent, and other applicable laws.

Certain materials incorporated into the Service, including datasets, scenarios, curriculum references, open-source components, or other third-party content, may be used pursuant to licenses, permissions, public-domain status, or other lawful authorization. Where required, EduImpact may provide attribution notices, license disclosures, or compliance information through the Service, documentation, or another designated location.

EduImpact, EduImpact AI Teaching Coach, and related names, logos, and branding are trademarks or service marks of EduImpact. You may not use EduImpact marks without prior written consent.

Except for the limited, revocable, non-exclusive right to access and use the Service in accordance with these Terms, no right, title, license, or ownership interest in the Service or any EduImpact intellectual property is granted, transferred, or assigned to you. All rights not expressly granted are reserved by EduImpact and its licensors.

8.06. Restrictions on Use of the Service

You may not copy, reproduce, republish, mirror, frame, scrape, harvest, distribute, sell, sublicense, lease, modify, translate, adapt, reverse engineer, decompile, disassemble, create derivative works from, benchmark for a competing purpose, extract training data from, or otherwise exploit any portion of the Service except as expressly authorized in writing by EduImpact.

You may not use automated tools, bots, crawlers, scripts, or similar technologies to access the Service for unauthorized purposes, including data extraction, model probing, prompt harvesting, or competitive analysis.

8.07. Feedback and Suggestions

If you provide EduImpact with suggestions, ideas, recommendations, feature requests, comments, or other feedback regarding the Service, you grant EduImpact a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free right to use, modify, implement, publish, and exploit such feedback for any lawful purpose without compensation, attribution, or further consent.

8.08. Right to Review and Remove Content

EduImpact reserves the right, but not the obligation, to review, monitor, restrict, suspend, disable access to, preserve, or remove content where EduImpact reasonably believes such action is necessary to enforce these Terms, protect the Service, comply with law, respond to legal requests, address security concerns, investigate abuse, or protect EduImpact, users, or third parties.

Removal or restriction of content does not entitle you to a refund or automatically terminate your subscription or account.

EduImpact is not responsible for any loss of content, deleted materials, corrupted files, or interruption resulting from enforcement actions, technical failures, or user conduct. You are responsible for maintaining independent backups of Your Content.

8.09. Copyright Complaints and DMCA Policy

EduImpact respects intellectual property rights and responds to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, where applicable.

If you believe content made available through the Service infringes your copyright, you may submit a written notice to EduImpact's designated agent containing the information required by applicable law, including identification of the copyrighted work, identification of the allegedly infringing material, your contact information, a good-faith statement, and a statement made under penalty of perjury that the notice is accurate and that you are authorized to act.

DMCA notices may be sent to:

EduImpact LLC

Attn: Legal Department

PO Box 488

Barker, Texas 77413

Email: legal@eduimpact.ai

Phone: (832) 906-5334

EduImpact may remove or disable access to challenged material, notify the affected user, accept valid counter-notices where applicable, and restore content as permitted by law.

EduImpact may terminate, in appropriate circumstances, the accounts of repeat intellectual property infringers.

Nothing in this Section limits any rights, remedies, defenses, or safe harbor protections available to EduImpact under applicable law.

ARTICLE IX. OPTIONAL AI IMPROVEMENT PROGRAMS

EduImpact may offer optional programs that allow users to contribute content, feedback, or interaction data to improve AI performance, safety, and quality. Participation in any such program is voluntary and subject to the notice, settings, and consent choices made available at the time of enrollment.

Where users affirmatively opt in, EduImpact may use eligible content in de-identified, aggregated, or otherwise privacy-protective form for model training, quality assurance, human review, and related improvement purposes.

Users may withdraw from future participation at any time through available account settings or by contacting privacy@eduimpact.ai. Withdrawal will apply prospectively and will not require removal of materials already lawfully incorporated into completed training, testing, safety, or development processes.

Participation or non-participation in optional improvement programs will not by itself affect access to the core Service.

ARTICLE X. THIRD-PARTY SERVICES

The Service may integrate with, rely upon, or make available certain third-party products, platforms, software, content, or services for functionality such as payment processing, communications, hosting, analytics, authentication, infrastructure, or other operational purposes. Your use of such third-party services may be subject to the separate terms of service, privacy policies, and practices of those third parties.

For example, EduImpact may use Stripe, Inc. for payment processing and Google LLC services, including Google Workspace, for transactional emails, notifications, productivity tools, or related business operations.

EduImpact does not own or control third-party services and is not responsible for the availability, security, accuracy, legality, content, performance, or policies of any third-party provider. Any dealings, transactions, disputes, or issues arising from third-party services are between you and the applicable third party, except to the extent otherwise required by law.

EduImpact may add, remove, replace, or modify third-party providers at any time in its discretion as operational needs evolve. Continued use of the Service after such changes constitutes acceptance of the then-current third-party integrations used to support the Service.

Users are encouraged to review the applicable terms and privacy policies of any third-party providers whose services they use in connection with the Service.

ARTICLE XI. CHANGES TO THE SERVICE AND TERMS

EduImpact may modify, update, suspend, or discontinue the Service, or any feature, functionality, or component of the Service, at any time in its discretion. Where a material change is expected to adversely affect your use of the Service, EduImpact will provide advance notice by email, in-application notification, or other reasonable means, generally at least fourteen (14) days prior to the effective date, except where a shorter notice period is required for security, legal, or operational reasons.

EduImpact may revise these Terms from time to time. For material changes, EduImpact will provide advance notice by email and in-application notification prior to the effective date of the updated Terms, to the extent required by applicable law. Your continued access to or use of the Service after the effective date of the revised Terms constitutes your acceptance of the updated Terms.

If you do not agree to the revised Terms, your sole remedy is to discontinue use of the Service and cancel your subscription in accordance with Section 5.7 before the changes take effect.

ARTICLE XII. PRIVACY RIGHTS

Your rights regarding your personal data, including rights to access, correct, delete, and obtain a portable copy of certain information, as well as any available choices regarding participation in optional AI improvement programs, are described in the Privacy Policy, which is incorporated into these Terms by reference. You may exercise applicable rights by contacting privacy@eduimpact.ai. EduImpact may take reasonable steps to verify your identity before responding to any request and may limit or deny requests as permitted by applicable law.

Residents of California may have additional rights under the California Consumer Privacy Act, as amended, including the right to know what personal information is collected, used, disclosed, or shared, the right to request deletion or correction of certain personal information, and the right to opt out of certain data uses where applicable. EduImpact does not sell personal information for monetary consideration.

Residents of Texas may have rights under the Texas Data Privacy and Security Act, subject to statutory thresholds and exceptions, including rights to access, correct, delete, and obtain a portable copy of personal data, as well as certain rights to opt out of specific processing activities where applicable. Requests may be submitted to privacy@eduimpact.ai.

ARTICLE XIII. DISCLAIMER OF WARRANTIES

THE SERVICE, WEBSITE, CONTENT, AI FEATURES, SOFTWARE, AND ALL RELATED PRODUCTS, FEATURES, AND OFFERINGS ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EDUIMPACT DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, SYSTEM INTEGRATION, OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, EDUIMPACT DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT THE SERVICE WILL BE UNINTERRUPTED, AVAILABLE, TIMELY, SECURE, OR ERROR-FREE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT ANY CONTENT, OUTPUT, OR RESULTS WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, OR SUITABLE FOR YOUR PURPOSES, OR THAT USE OF THE SERVICE WILL ACHIEVE ANY PARTICULAR OUTCOME.

THE SERVICE MAY CONTAIN BUGS, ERRORS, DESIGN DEFECTS, INACCURACIES, TYPOGRAPHICAL ERRORS, OR OUTDATED INFORMATION. EDUIMPACT MAY MODIFY, UPDATE, RESTRICT, SUSPEND, OR DISCONTINUE ANY PART OF THE SERVICE, INCLUDING CONTENT, FEATURES, FUNCTIONALITY, OR PRICING, AT ANY TIME, SUBJECT TO APPLICABLE LAW.

YOUR USE OF THE SERVICE, INCLUDING ANY RELIANCE ON CONTENT OR OUTPUT AND ANY DOWNLOADING, UPLOADING, OR TRANSMISSION OF DATA, IS AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING BACKUPS OF YOUR

DATA, PROTECTING YOUR SYSTEMS, AND EVALUATING THE SUITABILITY OF ANY OUTPUT BEFORE USE. EDUIMPACT IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR SYSTEMS OR LOSS, CORRUPTION, OR UNAVAILABILITY OF DATA RESULTING FROM YOUR USE OF THE SERVICE.

THE SERVICE MAY INCLUDE LINKS TO, INTEGRATIONS WITH, OR ACCESS TO THIRD-PARTY PRODUCTS OR SERVICES. EDUIMPACT MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY THIRD-PARTY SERVICES OR TRANSACTIONS. ANY DEALINGS OR TRANSACTIONS WITH THIRD PARTIES ARE SOLELY BETWEEN YOU AND THE THIRD PARTY, AND ANY WARRANTIES PROVIDED IN CONNECTION WITH SUCH THIRD-PARTY SERVICES ARE PROVIDED SOLELY BY THE THIRD PARTY AND NOT BY EDUIMPACT.

NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY EDUIMPACT OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY UNLESS EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EDUIMPACT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

ARTICLE XIV. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, EduImpact and its affiliates, officers, directors, employees, agents, licensors, and service providers shall not be liable to you or any third party for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to your use of or inability to use the Service, including, without limitation, damages for loss of profits, loss of data, loss of goodwill, business interruption, or other intangible losses, whether based on contract, tort, strict liability, or any other legal theory, and even if EduImpact has been advised of the possibility of such damages.

EduImpact shall not be liable for any damages arising from or related to third-party services, integrations, content, or transactions, including any representations, warranties, or obligations made by third parties in connection with the Service.

Your exclusive remedy for any claim arising out of or relating to these Terms or the Service is limited to direct damages, if any, and in no event shall EduImpact's total cumulative liability exceed the greater of (a) the total amount you paid to EduImpact for the Service during the twelve (12) months preceding the event giving rise to the claim, or (b) one hundred dollars (100.00 USD).

Some jurisdictions do not allow the exclusion or limitation of certain damages or liabilities, so some of the above limitations may not apply to you to the extent prohibited by applicable law.

ARTICLE XV. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless EduImpact and its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to (a) your use or misuse of the Service, (b) Your Content, (c) your violation of these Terms, (d) your violation of any applicable law or regulation, or (e) your infringement or misappropriation of any third-party rights, including intellectual property or privacy rights.

EduImpact reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such an event, you agree to cooperate with EduImpact in the defense of such matter and to assert any available defenses.

ARTICLE XVI. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall first be submitted to good-faith informal resolution. You must send a written notice of the dispute to EduImpact at support@eduimpact.ai describing the nature of the claim and the relief sought. The parties agree to attempt to resolve the dispute for at least thirty (30) days from receipt of notice before initiating arbitration or legal proceedings.

If the dispute is not resolved informally, it shall be resolved by binding individual arbitration. This arbitration agreement is governed by the Federal Arbitration Act and, to the extent not inconsistent, the Texas General Arbitration Act. Arbitration shall be administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules then in effect. The arbitration shall be conducted before a single neutral arbitrator.

You and EduImpact agree that any arbitration shall be conducted on an individual basis only and not on a class, collective, consolidated, or representative basis. To the fullest extent permitted by law, you and EduImpact waive the right to a jury trial and the right to participate in a class action or class arbitration. If a court of competent jurisdiction determines that the class action waiver is unenforceable as to a particular claim, then that claim shall proceed in court, and the remainder of this arbitration provision shall remain enforceable.

Unless otherwise required by applicable law, the arbitration shall take place in the State of Texas or may be conducted by telephone, video conference, or based on written submissions, as permitted by the applicable arbitration rules. The arbitrator shall have authority to award any relief available under applicable law, subject to the limitations set forth in these Terms.

The costs of arbitration, including administrative and arbitrator fees, shall be allocated in accordance with the applicable arbitration rules, except as otherwise required by law. Each party shall bear its own attorneys' fees unless otherwise provided by law or awarded by the arbitrator.

Notwithstanding the foregoing, either party may bring an individual claim in a court of competent jurisdiction, including a small claims court, for disputes within its jurisdiction. In addition, either party may seek injunctive or equitable relief in court to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidentiality obligations, or misuse of the Service.

This arbitration provision shall survive termination of these Terms. If any portion of this Section is found unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

ARTICLE XVII. GENERAL PROVISIONS

18.01. International Use

The Service is controlled and operated by EduImpact from within the United States. EduImpact makes no representation that the Service is appropriate, lawful, or available for use in locations outside the United States. Users who access the Service from other jurisdictions do so at their own initiative and are solely responsible for compliance with applicable local laws, regulations, and tax obligations. Any offer of the Service is void where prohibited by law.

18.02. Governing Law and Venue

These Terms and any dispute arising out of or relating to the Service shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles, except to the extent preempted by applicable federal law, including the Federal Arbitration Act. Subject to the arbitration provisions set forth in Article 17, any permitted court proceeding shall be brought in a court of competent jurisdiction located in Texas, and the parties consent to personal jurisdiction and venue in such courts.

18.03. Notices

All notices under these Terms must be in writing. EduImpact may provide notice to you by email, in-application notification, or other reasonable electronic means using the contact information associated with your account. You are responsible for maintaining accurate and current contact information.

Notices to EduImpact must be sent to support@eduimpact.ai or to EduImpact's designated business address as provided in these Terms. Notices will be deemed effective upon receipt, or, if sent electronically, when transmitted, provided no delivery failure notice is received.

18.04. No Resale or Unauthorized Use

Except as expressly permitted in these Terms, you may not sell, resell, license, sublicense, distribute, reproduce, duplicate, copy, or commercially exploit any portion of the Service or access to the Service without EduImpact's prior written consent. All rights not expressly granted are reserved by EduImpact.

18.05. Force Majeure

EduImpact shall not be liable for any failure, interruption, or delay in the performance of its obligations under these Terms to the extent such failure or delay is caused by events beyond its reasonable control. These events may include, without limitation, acts of God, natural disasters, fires, floods, earthquakes, severe weather conditions, pandemics, epidemics, public health emergencies, government actions or orders, war, terrorism, civil unrest, labor disputes, strikes, failures or disruptions of internet or telecommunications networks, power outages, cyberattacks, or failures of third-party service providers.

EduImpact's obligations will be suspended for the duration of such event, and EduImpact will use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

18.06. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law to reflect the intent of the parties, and the remaining provisions shall remain in full force and effect.

18.07. No Waiver

EduImpact's failure or delay in enforcing any provision of these Terms shall not constitute a waiver of its right to enforce that provision or any other provision at any time.

18.08. Assignment

You may not assign, transfer, or delegate your rights or obligations under these Terms without the prior written consent of EduImpact. Any attempted assignment in violation of this provision shall be null and void. EduImpact may assign or transfer these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, financing, restructuring, or sale of assets.

18.09. Entire Agreement

These Terms, together with the Privacy Policy and any applicable Order Confirmation, constitute the entire agreement between you and EduImpact regarding the Service and supersede all prior or contemporaneous agreements, communications, or understandings relating to the subject matter. These Terms may be modified only as expressly provided herein.

18.10. No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights, and no person or entity other than the parties shall have any rights under these Terms.

18.11. Relationship of Parties

Nothing in these Terms creates any partnership, joint venture, employment, fiduciary, franchise, or agency relationship between you and EduImpact.

ARTICLE XVIII. CONTACT US

EduImpact Support

Email: support@eduimpact.ai

Privacy: privacy@eduimpact.ai

Security: security@eduimpact.ai

Accessibility: accessibility@eduimpact.ai

For subscription and billing inquiries: support@eduimpact.ai (subject: "Billing Question")

For cancellations: support@eduimpact.ai (subject: "Cancel Subscription")

For refund requests: support@eduimpact.ai (subject: "Refund Request")

For data and privacy requests: privacy@eduimpact.ai (subject: "Privacy Request")

For data deletion: privacy@eduimpact.ai (subject: "Delete My Data")

For HITL opt-out: privacy@eduimpact.ai (subject: "Opt Out of AI Training")