

Terms of Service

Tutor Chat AI Inc. | tutorchatai.com

Effective Date: _____

These Terms of Service ("Terms") govern access to and use of the Tutor Chat AI platform and related services (the "Service") operated by Tutor Chat AI Inc. ("Tutor Chat AI," "we," "us," or "our"). The Service is available through tutorchatai.com and www.tutorchatai.com (collectively, the "Site") and through integrations with learning management systems ("LMS") via LTI 1.3.

By accessing or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1. Who May Use the Service (Eligibility)

- Institution-attached users only. The Service is available only to users attached to an approved institution and authorized within approved colleges/courses through an LMS integration using LTI 1.3.
- No standalone accounts. We do not offer independent sign-up outside of institution-authorized access.
- User types. The Service supports students, instructors, and administrators as designated by the institution/LMS.
- Authority. You represent that you have authority to use the Service through your institution and comply with institutional policies.

2. The Service

Tutor Chat AI provides course-context-aware tutoring intended to help students learn using the Socratic method and course materials made available through the institution/LMS.

Important Disclaimers

- The Service is not a substitute for instruction, official course materials, grading rubrics, or instructor guidance.
- AI outputs may be incomplete, inaccurate, or outdated. You are responsible for verifying information before relying on it.
- The Service does not provide legal, medical, mental health, or emergency services advice. If you have an emergency, contact local emergency services.

3. Academic Integrity (Strict Prohibitions)

You agree not to use the Service to cheat or engage in academic misconduct. Prohibited uses include:

- Generating or completing graded assignments for submission as your own work.
- Real-time assistance on quizzes or exams, or answering restricted assessments.
- Submitting Service outputs as original work where prohibited by course rules or institutional policy.
- Circumventing plagiarism or integrity controls.

We may suspend or terminate access for suspected academic integrity violations.

4. Acceptable Use

You may use the Service only for lawful, authorized educational purposes. You agree not to:

- Harass, threaten, defame, or discriminate against others; or use hate speech.
- Upload or transmit unlawful, infringing, or malicious content.
- Probe, scan, or test vulnerabilities; conduct security testing without written permission; or bypass access controls.
- Attempt prompt injection or other attempts to reveal system prompts, confidential logic, credentials, private keys, or other users' data.
- Scrape, crawl, or use automated means to extract data from the Service.
- Reverse engineer, decompile, or otherwise attempt to derive source code or model internals, except to the extent prohibited by law.
- Request or provide content that facilitates wrongdoing, including instructions for illegal activities.
- Provide sensitive personal information (see Section 9).

5. Instructor/Admin Visibility; Exports

Because the Service is used in an educational context:

- Instructor access. Instructors may be able to view individual student transcripts and related usage as permitted by the institution's configuration and policies.
- Admin access and exports. Institution administrators may have access to transcripts and usage analytics, and may export transcripts and usage data.
- Institution policies control. Visibility, access, and export practices are governed by the institution's policies and LMS configuration. Once exported by the institution, those exports are handled under the institution's retention and privacy policies.

6. Your Content and Responsibilities

"User Content" includes the chat messages and inputs you provide to the Service. You retain your rights in your User Content, subject to the license below. You represent you have the rights necessary to provide User Content and are responsible for ensuring User Content does not violate

these Terms or institutional policies.

License to Operate the Service

You grant Tutor Chat AI a limited, non-exclusive, worldwide, royalty-free license to host, process, transmit, and display User Content only as necessary to provide, maintain, secure, and improve the Service and to meet legal obligations.

7. AI Outputs

AI-generated responses are provided for educational support. You are responsible for how you use outputs. We do not guarantee accuracy, completeness, or suitability for any particular purpose.

8. Subscriptions, Fees, and Payments

- Plan types. The Service may be purchased by institutions or by individual students. Instructors may receive access at no cost as part of an institution deployment.
- One-time per-semester subscriptions. Individual subscriptions are one-time purchases per semester and do not auto-renew unless explicitly stated at checkout.
- Payments. Payments may be processed through third-party processors such as Stripe. We may receive limited billing metadata (e.g., payment status and transaction identifiers), but we do not receive full card numbers.
- Refunds (case-by-case). Refunds are not guaranteed and may be issued at our discretion on a case-by-case basis (e.g., duplicate charge or billing error).

9. Sensitive Information

We are not designed to collect sensitive personal information. Do not provide Social Security numbers, government IDs, medical or health information, financial account numbers, or other highly sensitive data in the Service.

10. Suspension and Termination

We may suspend or terminate access immediately (with or without notice) if we believe you violated these Terms or institutional policies, engaged in academic misconduct, attempted abuse/security testing, or posed risk to the Service or users. Institutions may also disable access through the LMS.

11. Intellectual Property

We and our licensors own all rights in the Service, including software, designs, and content (excluding User Content). You receive a limited right to use the Service as allowed by these Terms.

12. Privacy

Our collection and use of personal information is described in the Privacy Policy. By using the Service, you agree to the Privacy Policy.

13. Warranty Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (1) TUTOR CHAT AI WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS/REVENUE, EVEN IF ADVISED OF THE POSSIBILITY; AND (2) OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE FEES PAID BY YOU (OR ON YOUR BEHALF) FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. This limitation does not apply where prohibited by law and does not limit liability for willful misconduct where such limitation is unlawful.

15. Indemnification

You agree to indemnify and hold Tutor Chat AI harmless from claims arising out of your misuse of the Service, your User Content, or your violation of these Terms or applicable law.

16. Dispute Resolution; Arbitration (AAA) — With Carve-Out

16.1 Informal Resolution (30 Days)

Before filing a claim, you agree to provide written notice to jeremy@tutorchatai.com and allow 30 days to attempt informal resolution.

16.2 Arbitration Agreement

If not resolved, disputes arising out of or related to these Terms or the Service will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its applicable rules, except as set forth below.

16.3 Small Claims Carve-Out

Either party may bring an individual claim in small claims court if the claim qualifies and remains in that court.

16.4 Class Action Waiver

DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY. YOU AND TUTOR CHAT AI WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

16.5 Batch Arbitration

If 25 or more similar individual arbitration demands are filed against Tutor Chat AI by or with the same counsel or coordinated group, the AAA may administer them in batches to improve efficiency, consistent with AAA procedures and applicable law.

16.6 Location

Unless the parties agree otherwise, arbitration will take place in Harris County, Texas (or remotely if permitted by AAA rules).

17. Governing Law; Venue for Non-Arbitrable Matters

These Terms are governed by the laws of the State of Texas, excluding conflict-of-law rules. For disputes not subject to arbitration (including small claims), venue will be in state or federal courts located in Harris County, Texas.

18. Changes to Terms

We may update these Terms from time to time. We will provide notice through the Site or the LMS experience when reasonably practicable. Continued use after the effective date means acceptance.

19. Contact

Tutor Chat AI Inc. | Email: jeremy@tutorchatai.com