

# Terms of Service

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## 1. Introduction

Welcome to **ecoe**. By accessing or using our platform (the “Services”), you agree to be bound by these Terms of Service (“Terms”). If you do not agree with these Terms, you may not use the Services.

### 1. Description of ecoe

ecoe provides educators, school administrators, and verified institutional users with AI-assisted marking, analytics, and testing tools (collectively, the “Services”). These Services are designed to support teaching, learning, and assessment processes, not replace professional judgment.

### 2. Agreement to Terms

By accessing or using the platform, you signify that you have read, understood, and agree to be bound by these Terms. If you are using the Services on behalf of an institution or organization, you represent and warrant that you have the authority to bind that institution or organization to these Terms.

### 3. Intended Users

The ecoe platform is intended primarily for:

- Educators,
- School administrators,
- Verified institutional users.

## 2. Eligibility and Access

### 1. Minimum Age for Having an Account

You must be at least 18 years old or authorized by an educational institution as a teacher to sign up for the Services. By signing up for our Services, you represent that you meet this age requirement or have the necessary authorization.

### 2. Student Access

Students do not have an account. Students may only access the Services through an exam invitation from, or at the direction of, a teacher or educational institution. Student self-registration or personal/student accounts are not permitted unless explicitly agreed to in a separate agreement with ecoe.

### 3. Institutional Use

ecoe is designed for professional educational use. It is not intended for consumer or personal use outside of formal educational settings.

## 3. Using the Services

The Services are primarily designed for teachers, although other educational professionals or administrative staff may also use them. Students do not register their own accounts; they only access the ecoe platform upon invitation or direction from their school or teacher. Subject to these Terms, you are granted a non-exclusive, non-transferable, and revocable right to use the Services strictly for their intended educational purposes.

### 1. Creating and Administering Exams

After you have registered an account, you can create and upload tests, quizzes, exams, and similar materials (collectively referred to as “exams”) on the ecoe platform. Any exams you upload are considered your User Material; please see the section on **Intellectual Property Rights and User Material** for further details. For each exam, you control which tools are enabled or disabled, and you specify what personal information students must provide before they begin. Once you have finalized an exam and its settings, you share it with students—often by distributing a unique access code or link (“exam code”). Students then use this exam code, along with the personal information you have requested, to gain access to the exam on the ecoe platform. During the exam, you can monitor students’ progress in real time. After the exam concludes, you can view student submissions, and you may opt to print or download those submissions to a location you choose, outside of the ecoe platform, if desired.

### 2. Student Personal Information Notice

ecoe collects and processes student personal information strictly for the purpose of helping teachers administer exams and associate each set of submitted answers with the correct student (for instance, to reduce cheating or confusion). We do not use student data for any commercial or non-educational purpose. The school or educational institution bears sole responsibility for obtaining all necessary consents (where applicable) and ensuring it has the right to share student information with ecoe. ecoe is not responsible for obtaining student or parental consent on behalf of the school, nor shall ecoe be held liable if the educational institution fails to secure the appropriate permissions or consents from students and/or their legal guardians.

## 4. Uploaded Material and Code of Conduct

### 1. Responsibility for Uploaded Material

You are responsible for all materials, content, data, and communications (collectively, “User Material”) that you upload or transmit using the Services. This includes (but is not limited to):

- Any content you personally upload,
- Any content uploaded by students under your direction or invitation.

You agree that you will not publish, transfer, distribute, or upload any material to the Services that:

- Promotes or encourages illegal activity;
- Is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights of any other person;
- Violates the legal rights (including rights of publicity and privacy) of others or contains any material that could give rise to civil or criminal liability under applicable laws or regulations, or that otherwise may conflict with these Terms or our Privacy Policy;
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.

## **2. Prohibited Uses**

You further agree that you will not, and will not allow any third party to:

- Use the Services to upload or transmit any viruses, trojans, malware, or any other harmful code;
- Use the Services to slander, harass, discriminate against, threaten, or otherwise violate the rights of another person;
- Use the Platform or Services in a manner that could disable, overburden, or impair the Services or interfere with any other party’s use of the Services;

- Modify, adapt, sublicense, distribute, or reproduce the Services in whole or in part;
- Reverse-engineer, decipher, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of any part of the Services, unless expressly permitted by applicable law;
- Use software or automated scripts that read and/or collect data from the Services without authorization;
- Encourage or request another user to violate these Terms;
- Misuse the Services, including using them for any unauthorized or unlawful purpose;
- Use the Services to exploit or harm minors in any way (e.g., exposing minors to inappropriate content or soliciting personally identifiable information);
- Use the Services to stalk, abuse, send sexually explicit communication, threaten, defame, insult, or otherwise harass any user;
- Use the Services to transmit or procure the sending of any advertising or promotional material without our prior written consent, including junk mail, chain letters, spam, or any other similar solicitation;
- Engage in conduct that restricts or inhibits anyone's use or enjoyment of the Services or that may harm ecoe or users of the Services or expose them to liability.

## 5. Your Responsibilities When Using AI-Generated Content

Our AI-assisted tools are designed to **support** educators, not to replace professional judgment. By using our AI services, you acknowledge and agree to the following:

### 1. **Final Teacher Judgement**

Treat AI-generated marking as guidance for marking. Students should have the freedom to appeal AI-generated marking and it is under the teacher's discretion to finalize the marking.

### 2. **Check for Bias and Accuracy**

AI models can produce biased, fictional, or inaccurate content. Always review student

appeals for accuracy, potential bias in AI-marking.

### **3. Awareness of AI Limits**

Our AI tools have knowledge generally limited to data trained up to 2024 and may not accurately reflect more recent events. Provide as much information to the AI to guide the marking as accurately as possible.

## **6. Account Security**

You are responsible for maintaining the confidentiality of your account credentials and any devices used to access the Services. You agree to:

- Keep your login details secure and do not share them with third parties.
- Use strong passwords
- Promptly update any information associated with your account if it changes.
- Notify ecoe immediately if you suspect unauthorized use of your account or any breach of security.

ecoe may suspend or terminate your account to protect you, ecoe, or our users from suspected fraudulent or unauthorized activity.

## **7. Data Protection**

ecoe takes data privacy protection very seriously. For the current ecoe Privacy Policy, including a description of what information we collect, how we use it, and your rights concerning personally identifiable information we process, please access our Privacy Policy.

## **8. Content Ownership, Licensing, and Responsibility**

This section outlines the terms and conditions governing any materials, data, submissions, or communications (collectively, “User Content”) that you or your students upload or transmit through our AI marking platform (the “Services”).

### **1. Ownership of User Content**

- **Your Ownership**

You (and/or your institution, if applicable) retain all intellectual property rights in and to the User Content you (or your students) submit, upload, or otherwise transmit through the Services. We do not claim ownership of your content.

- **Limited License Granted to Us**

By submitting User Content through the Services, you grant us (and our affiliates, partners, and third-party service providers acting on our behalf) a **worldwide, non-exclusive, royalty-free, sublicensable, and transferable license** to host, store, process, display, perform, reproduce, modify, adapt, and create derivative works of such User Content **for the sole purpose of operating, maintaining, improving, and providing** our services.

## **2. Use of User-Generated Content for Platform Improvement**

- **AI Model Training**

You acknowledge that to enhance and refine the accuracy of our AI models, we may use your (and your students') anonymized or aggregated User Content for training and analysis. Any such use will be in compliance with our Privacy Policy and applicable data protection laws.

- **No Individual Attribution**

When used for AI training, we will never publicly display, attribute, or share specific User Content with third parties in a way that identifies you, your institution, or your students, unless you expressly authorize it.

## **3. Responsibilities and warranties**

You are solely responsible for the legality, reliability, and appropriateness of any User Content uploaded to the Services. You represent and warrant that:

- You have all necessary rights and authorizations to upload and share the User Content, including any student work, with us.
- The User Content does not infringe or violate any copyright, trademark, privacy, publicity rights, or other rights of any third party.
- You will obtain all appropriate consents from your students (or their guardians) as required by applicable law or your institution's policies prior to uploading any student data or work.

## **4. Prohibited Content**

You agree that you will not upload User Content that:

- Is unlawful, defamatory, libelous, harassing, threatening, or discriminatory.

- Contains viruses, malware, or other malicious code.
- Violates any law, regulation, or third-party rights.

## **5. Removal of User Content**

We reserve the right, at our sole discretion, to remove or disable access to any User Content that violates these Terms, our acceptable use policy, or applicable law. We may do so without prior notice and at any time.

## **6. No Compensation**

You agree that you will not receive or claim any form of compensation from us or our partners for the use of User Content in accordance with these Terms. If you do not wish to grant the license above or receive no compensation, do not upload content to the Services.

## **7. Disclaimer of Liability for User Content**

We are not responsible for, nor do we endorse, the accuracy, reliability, or legality of any User Content uploaded to the Services. All User Content is provided “as is.” Use of or reliance on any User Content is at your own risk.

# **9. Indemnification**

You agree to indemnify, defend, and hold harmless ecoe, its affiliates, officers, directors, employees, agents, licensors, and suppliers (collectively, the “Indemnified Parties”) from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

1. Your violation of these Terms, including any breach of your representations and warranties;
2. Your use or misuse of the Services;
3. Any content you upload, transmit, or otherwise make available through the Services;
4. Your violation of any law, regulation, or the rights of any third party (including intellectual property, privacy, or other proprietary rights);
5. Any dispute or issue between you and any third party.

ecoe reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you agree to cooperate fully with ecoe in asserting any available defenses.

## 10. Warranty and Disclaimer

### 1. **Service Performance**

ecoe will use commercially reasonable efforts to provide the Services with minimal interruption. However, no guarantee is given that the Services will be error-free or continuously available.

### 2. **Exclusions**

ecoe is not responsible for:

- Hardware (including internet access), software, or other components not provided by ecoe;
- Errors caused by misuse of the Services or failure to follow these Terms;
- Issues resulting from third-party actions, services or changes outside ecoe's control.

### 3. **User Responsibility.** You acknowledge that the Services may rely in part on inputs or information provided by you (or your institution, learners, or other third parties). You are solely responsible for ensuring that any instructions, data, or other materials you provide are accurate, complete, and lawful. ecoe will not be liable for outcomes resulting from incorrect or incomplete user-supplied data.

## 11. LIMITATION OF LIABILITY:

To the fullest extent permitted by applicable law, in no event shall ecoe or its affiliates, officers, employees, agents, licensors, or suppliers ("ecoe Parties") be liable under any theory of liability (whether in contract, tort, negligence, strict liability, warranty, or otherwise) for any indirect, incidental, consequential, special, punitive, or exemplary damages—including, but not limited to, lost profits, loss of data, educational interruptions, or costs of procuring substitute services—arising out of or relating to the use of (or inability to use) the Services, even if ecoe has been advised of the possibility of such damages; further, the total aggregate liability of the ecoe Parties for all claims shall in no event exceed the amount actually paid by the school or institution to ecoe in the twelve (12) months immediately preceding the claim, or one hundred U.S. dollars (USD 100) if no fees have been paid; these disclaimers and limitations are fundamental to the bargain between you and ecoe, and ecoe would not be able to offer these



educational Services on a feasible basis without them; if any portion of this clause is found unenforceable by a court of competent jurisdiction, that portion shall be severed and the remainder shall remain valid and enforceable to the fullest extent allowed by law.

## **12. Termination**

### **1. Term**

These Terms commence when you first use the Services and remain in effect until terminated by either party.

### **2. Termination by You**

You may terminate your use of the Services at any time by discontinuing access and use.

### **3. Termination by ecoe**

ecoe may terminate or suspend your access to the Services at any time, with or without notice, for breach of these Terms or for any other reason we deem necessary to protect the Services, ecoe, or our users.

### **4. Effect of Termination**

Upon termination or expiration of these Terms, all licenses and rights granted to you in these Terms will immediately cease.

## **13. Modifications to Terms and Termination of Services**

ecoe reserves the right to modify or replace these Terms at any time. We will provide notice of any significant changes by posting the new Terms on our Website and/or by other means of notice. Your continued use of the Services following the posting or notification of changes constitutes acceptance of those changes.

ecoe may at any time modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. ecoe will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

## **14. Injunctive Relief**

You acknowledge that any breach of these Terms may cause irreparable harm to ecoe, the exact amount of which may be difficult or impossible to determine, and that remedies at law for such a breach may be inadequate. Accordingly, in the event of any actual or threatened breach of these Terms, and in addition to any other remedy that may be available to ecoe under these Terms, at law, or in equity, ecoe shall be entitled to seek specific performance and injunctive

relief (whether temporary or permanent), without the necessity of posting a bond or proving actual damages.

## **15. Waiver and Severability**

No waiver by ecoe of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. ecoe's failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be deemed eliminated or limited to the minimum extent necessary so that the remaining provisions of these Terms will continue in full force and effect.

## **16. Entire Agreement**

These Terms, together with ecoe's Privacy Policy, constitute the entire agreement between you and ecoe with respect to your use of the Services and the ecoe platform. They supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to the Services.

## **17. Governing Law and Jurisdiction**

These Terms and any disputes arising out of or in relation to them shall be governed by and construed in accordance with the laws of Hong Kong (the "HKSAR"). The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, to the extent permitted by applicable local law.

## **18. Your Comments and Concerns**

All feedback, comments, requests for technical support, and other communications regarding the Website and Services should be sent to:

- **For general inquiries:** [ecoe.main@gmail.com]

Thank you for visiting and using our Services!