

Terms of Service

Eduba – chat.eduba.io
Effective Date: December 2024

1. Acceptance of Terms

Welcome to chat.eduba.io, operated by Eduba ("The Honest AI Company," "we," "us," or "our"). By accessing or using our Service, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Service. We reserve the right to modify these Terms at any time. Your continued use of the Service following any changes constitutes acceptance of those changes.

2. Description of Service

Chat.eduba.io provides an AI-powered conversational assistant platform. The Service utilizes various artificial intelligence technologies, including services from third-party providers such as OpenAI, Anthropic, and others, to process user queries and generate responses. The Service is provided "as is" and is intended for informational and productivity purposes only.

3. Account Registration and Authentication

To access the Service, you must authenticate using Google OAuth. By signing in, you authorize us to access certain information from your Google account as described in our Privacy Policy. You are responsible for maintaining the confidentiality of your account and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4. Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to: use the Service to generate, transmit, or store content that is illegal, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable; attempt to circumvent, disable, or interfere with security features of the Service; use the Service to infringe upon the intellectual property rights of others; use the Service to distribute malware, spam, or other harmful content; attempt to gain unauthorized access to any part of the Service or its related systems; use the Service in any manner that could damage, disable, overburden, or impair the Service; use automated systems or software to extract data from the Service without our express written consent; or impersonate any person or entity or misrepresent your affiliation with any person or entity.

5. AI-Generated Content Disclaimer

The Service uses artificial intelligence to generate responses to your queries. You acknowledge and agree that: AI-generated content may not always be accurate, complete, or current; AI-generated content should not be relied upon as professional

advice (including but not limited to legal, medical, financial, or technical advice); you are solely responsible for evaluating and verifying any AI-generated content before relying on it; Eduba does not guarantee the accuracy, reliability, or suitability of AI-generated content for any particular purpose; and AI-generated content may reflect biases present in training data and may not represent the views of Eduba.

6. Intellectual Property

6.1 Our Intellectual Property

The Service, including its original content, features, functionality, and underlying technology, is owned by Eduba and is protected by copyright, trademark, and other intellectual property laws. Our trademarks and trade dress may not be used without our prior written permission.

6.2 Your Content

You retain ownership of any content you submit to the Service. By submitting content, you grant Eduba a non-exclusive, worldwide, royalty-free license to use, process, and store your content solely for the purpose of providing and improving the Service. This license terminates when you delete your content or account, except where retention is required for legal or legitimate business purposes.

6.3 AI Output

Subject to your compliance with these Terms, you may use AI-generated content from the Service for your personal or business purposes. However, you acknowledge that similar or identical content may be generated for other users, and no exclusive rights are granted in AI-generated content.

7. Privacy

Your use of the Service is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our data collection and use practices.

8. Third-Party Services

The Service integrates with third-party AI providers and other services. Your use of such third-party services may be subject to additional terms and conditions. We are not responsible for the availability, accuracy, or content of third-party services, and we do not endorse or assume any responsibility for any third-party services.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDUBA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY

THIRD PARTY ON THE SERVICE; (C) ANY CONTENT OBTAINED FROM THE SERVICE, INCLUDING AI-GENERATED CONTENT; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID US, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. EDUBA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. EDUBA MAKES NO WARRANTY REGARDING THE ACCURACY, RELIABILITY, OR QUALITY OF ANY AI-GENERATED CONTENT.

11. Indemnification

You agree to defend, indemnify, and hold harmless Eduba and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, your use of the Service, your content, or your violation of any rights of a third party.

12. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the Service will immediately cease. You may terminate your account at any time by contacting us or using account deletion features if available. Sections that by their nature should survive termination shall survive, including but not limited to intellectual property provisions, warranty disclaimers, indemnity, and limitations of liability.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the Service shall be resolved exclusively in the state or federal courts located in St. Johns County, Florida, and you consent to personal jurisdiction in such courts.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

15. Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Eduba regarding the Service and supersede all prior agreements and understandings, whether written or oral.

16. Contact Information

If you have any questions about these Terms, please contact us at:

Eduba

Email: thecko@eduba.io

Website: <https://eduba.io>