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Terms of Service

Last Updated: 8/1/2024

Welcome to MagicSchool, operated by Magic School, Inc ("MagicSchool"). We provide teachers and school staff (together, "Educators") with online access to generative artificial intelligence tools through our website, browser extensions, and other services (collectively our "Services"). Our Services are designed to save you time and support student success!

If you are a teacher, school, school district or other educational institution ("Educational Institution") that uses our student-facing Services such as MagicStudent or MagicData ("Student-Facing Services") for an educational purpose, then the use of the Student-Facing Services is subject to our [Student Data Privacy Addendum](#). For all Student-Facing Services, the [Student Data Privacy Addendum](#) is incorporated herein by reference unless your Educational Institution has entered into a separate agreement with us that includes reasonably equivalent protections with regard to student data.

Your rights to use the Services:

You may visit our website at any time, but to use our other online Services you must be at least 18 years of age and create an account providing your name, email, other requested information, and your selected password.

If you are an Educator accessing or using the Services, including the Student-Facing Services, on behalf of an Educational Institution, you represent and warrant that you have sufficient authority to enter into these Terms and the [Student Data Privacy Addendum](#) with us on behalf of your Educational Institution. If you make the Student-Facing Services available to students under the age of 13, you represent and warrant

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if any. We recommend you provide a copy of our [Student Data Policy](#) to parents and guardians. If you are a student under 18 who uses the Student-Facing Services through your Educational Institution, then your use of the Services is governed by your Educational Institution and may be subject to additional policies, rules or restrictions imposed by such Educational Institution.

Your account is for your personal use only, and you may not transfer your account to anyone else or permit others to use your account. You are responsible for any activity or misuse associated with your account that results from your failure to protect your password.

By agreeing to these Terms and creating an account, MagicSchool grants you a limited non-exclusive right to access and use the Services we make available through your account on a month-to-month basis, to be used only for your own work as an Educator. This right continues until either you or we terminate this agreement.

Your responsibilities when using AI-generated content:

Output created by our artificial intelligence tools assist Educators, but by no means replaces your professional skills and judgment. It is imperative that you review content generated by our Services and revise it to ensure it is appropriate for use. This includes, but is not limited to, the following considerations:

1. Use the "80-20" approach. View AI-generated content as a starting point to create draft materials (roughly 80% of the way there) that you then complete with your professional review and revisions for the last 20% of the effort.
2. Check for bias and accuracy. AI can occasionally produce biased, fictitious, or otherwise incorrect content. Generative AI models are not databases of knowledge, but rather an attempt to synthesize information the model has been trained on. Always double-check for bias and accuracy before sharing output with students or others.
3. Know the limits of AI. Our AI engine's knowledge in terms of historical events or developments stops at late 2023 for non-internet connected tools, so keep that in mind when dealing with recent topics.
4. Protect Privacy. If you are an Educator using our Student-Facing Services and your Educational Institution has entered into a [Student Data Privacy Addendum](#) or similar agreement with us, then your students are permitted to enter their name when using those Student-Facing Services directly. Otherwise, please do not include any personally identifiable information such as names, addresses, or other contact

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You may not use the Services in a manner that:

1. Infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person;
2. Violates applicable law, regulations, or the policies of your organization;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Violates posted content restrictions for publicly accessible information areas, such as public profiles, bulletin boards, forums, or chat areas;
5. Is inconsistent with use in your position as an Educator, such as using the Services to create or offer commercial products or services;
6. Jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
7. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
8. Threatens the security of any computer network, or cracks any passwords or security encryption codes;
9. Runs processes that execute or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure or by introducing viruses or other malware into our systems);
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Data privacy protection:

MagicSchool takes data privacy protection very seriously. For the current MagicSchool Privacy Policy, including a description of what information we collect, how we use it, and your rights with respect to personally identifiable information we process, please click [here](#).

Please note that we do NOT collect or process personally identifiable information of students or their parents and guardians unless you are using our Student-Facing

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U.S. and elsewhere, please see our [Privacy Policy](#).

To the extent you use the Student-Facing Services, MagicSchool complies with (and facilitates compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). Because we provide the Student-Facing Services at the direction, and subject to the control, of an Educational Institution, we rely on each Educational Institution to provide consent for MagicSchool to collect personal information from students, as permitted by COPPA. If you are a parent, guardian, or teacher and believe that your child or student has provided MagicSchool with personally identifiable information without appropriate consent by you and/or your child's Educational Institution, please notify security@magicschool.ai so that we can promptly delete the information from our servers.

These Terms incorporate the [MagicSchool Data Processing Addendum](#) ("DPA") when the EU General Data Protection Regulation ("GDPR") or United Kingdom General Data Protection Regulation ("UK GDPR") applies to your use of MagicSchool Services to process user data as defined in the DPA. The DPA linked above supersedes any previously agreed EU or UK data processing addendum between you and MagicSchool relating to your use of the MagicSchool Services.

If you have a question or request regarding your personal information, please contact us at security@MagicSchool.ai, or you may write to us at our address listed below.

Rights regarding use of content you provide:

If you choose to post any messages or other content in areas of the Services that are designed for public display or communication with other users (such as public profiles, bulletin boards, forums, or chat areas), you are responsible for ensuring that you own or otherwise have the rights to post such material.

Further, by posting such material you are granting us a right that will survive any termination of these Terms and your use of the Services to continue to reproduce and use such material to improve our Services worldwide.

Terminating Services:

You may terminate use of the Services at any time by deleting your account from the Profiles Setting pages. We may terminate your use of the Services at any time on thirty

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The MagicSchool website may contain links to other websites ("Linked Sites"), such as for YouTube videos. Please note that MagicSchool has no control over the content of these Linked Sites, including any links within them or any changes or updates made to them. The inclusion of these links is solely for your convenience, and it does not imply endorsement or association with the operators of those sites, and MagicSchool is not responsible for the content on Linked Sites.

Warranty disclaimer and limitation of liability:

Warranty Disclaimer. Given the nature of generative artificial intelligence, neither MagicSchool nor its licensors or suppliers make any representations or warranties concerning any content contained in, generated by, or accessed through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY MAGICSCHOOL (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, (SUCH AS OF INTELLECTUAL PROPERTY RIGHTS, PRIVACY RIGHTS OR RIGHTS OF PERSONALITY), OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MAGICSCHOOL (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOST TIME, LOSS OF DATA, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MAGICSCHOOL IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification:

You agree to indemnify, defend, and hold harmless MagicSchool, its officers, directors, employees, agents, and third parties from and against any and all losses, costs,

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control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MagicSchool in asserting any available defenses.

Acknowledgement for state school systems:

If you are agreeing to these Terms on behalf of a state school or institution, MagicSchool acknowledges that mandatory state law may limit or supersede certain terms and conditions and agrees that such state law will control over any conflicting provisions of these Terms.

Governing law; mandatory arbitration of disputes:

These Terms shall be governed by the laws of the State of Colorado without regard to conflicts of laws provisions, save for applicable federal law such as the Federal Arbitration Act.

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association and the International Centre for Dispute Resolution in accordance with its applicable Consumer Arbitration Rules www.adr.org, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL, AND ALSO THE RIGHT TO PROCEED IN A REPRESENTATIVE OR CLASS ACTION MANNER, AND CLAIMS WILL BE HEARD ON AN INDIVIDUAL BASIS ONLY BY A QUALIFIED ARBITRATOR.

The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing unless so ordered by the arbitrator. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Contact us:

You may contact us by email at hey@magicschool.ai, or by writing to us at MagicSchool, 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA.



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