

# Pregrade's Terms of Service

Last updated on July 9, 2024

Please read these terms and conditions carefully before using Our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms of Service:

- **“Account”** means a unique account created for You to access our Service or parts of our Service.
- **“Company”** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Learnovate Technologies Limited.
- **“Country”** refers to Hong Kong SAR.
- **“Content”** refers to content such as text, images, documents, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Personal Information”** means information submitted by You to register for an account on the Service such as: Name, Password, Phone number, Email, Educational data, School information, and Job title.
- **“Service”** refers to the Website.
- **“Terms of Service”** (also referred as **“Terms”**) mean these Terms of Service that form the entire agreement between You and the Company regarding the use of the Service.
- **“Third-party Service”** (also referred as Third-party products”, “third party”, “suppliers”, or “vendor”) means any services or content (including data, information, products or

services) provided by a third-party that may be displayed, included or made available by the Service.

- behalf of which such individual is accessing or using the Service, as applicable.
- “**Website**” refers to pregrade.ai, accessible from <https://pregrade.ai/>
- “**You**” (referred to as either “Customer” or “User”) means the individual accessing or using the Service, or the institution, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Acknowledgment**

We are Learnovate Technologies Limited, doing business as Pregrade, a company registered in Hong Kong SAR at Innocentre, 72 Tat Chee Avenue, Kowloon Tong, Hong Kong. We operate the website <https://pregrade.ai/> and any related products and services that refer to or link to these legal Terms. Pregrade is an essay grading AI-assistant.

These are the Terms of Service governing the use of this Service and the agreement that operates between You and the Company. These Terms of Service set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service then You may not access the Service.

You represent that you are over the age of 13. The Company is not directed to anyone under the age of 13 or otherwise under the age of consent in their jurisdiction. Pregrade does not knowingly collect or solicit information from anyone under the age of 13 or allow anyone under the age of 13 to sign up for the Service. If we learn that we have gathered Personal Information from anyone under the age of 13 without the consent of a parent or guardian, we will delete that information as soon as possible. If you believe we have collected such information, please contact us at: [pregrade@learnovate.ai](mailto:pregrade@learnovate.ai).

In the event that a Customer chooses to use our Services with Users under the age of 13 or otherwise under the age of consent in their jurisdiction, Pregrade replies to the Customer to obtain any necessary prior, verifiable parental or legal guardian consent.

Parents wishing to review or request deletion of their child’s Personal Information should contact the Customer. We will work directly with our Customer to facilitate any such requests.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### **User Accounts**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### **Opt-out Policy**

Users reserve the right to opt-out of subscription emails at any time by selecting on the “Unsubscribe” button in the email. However, the Company reserves the right, regardless of the promotional preferences you indicate either by unsubscribing or opting out, we may continue to send you administrative emails. These could include, for instance, periodic updates to our Privacy Policy and Terms. Your receipt of such administrative communications is considered part of your relationship with Us, and they are necessary to provide You with updates and services related to Your use of Our Service.

### **Content**

#### **Your Right to Upload Content**

Our Service allows You to upload Content. You are responsible for the Content that You upload to the Service, including its legality, reliability, and appropriateness.

By uploading Content to the Service, You grant Us the right and license to use, store, and collect such Content on and through the Service. You retain any and all of Your rights and copyright to any Content You submit, or upload through the Service and You are responsible for protecting those rights.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the uploading of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

### **Content Restrictions**

The Company is not responsible for the Content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Violating the privacy of any third person.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You upload such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

### **Content Backups**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## **Copyright Policy**

### **Intellectual Property Ownership of the uploaded Content by You**

We respect the intellectual property rights of Our Users. It is Our policy to not trade, sell, rent, or otherwise share your Content for marketing purposes your Personal Information with third parties, products, or services without your explicit consent. We do not use your uploaded Content to improve, enhance, or train Our AI models or third party products or services. We do not sell your data and documents to outside vendors or third party products or services. The uploaded Content remains the intellectual property of the User, student, teacher, or institution, and they retain copyright.

We do, however, share Personal Information and your Content with authorized vendors who perform services for us. These vendors use your Information strictly at our direction and in compliance with our Privacy Policy. All information that is sent to and from third parties is securely encrypted and access limited only permitted to properly trained authorized Company employees and vendors to access your Content and data.

### **Intellectual Property of the Company**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Privacy Policy**

We take Your privacy seriously. We are committed to protecting Your privacy in accordance with the relevant data protection laws in force in places included but not limited to Hong Kong SAR. We take measures to protect your Personal Information and Your Content using secure encryption technology and maintaining access limitations, which only allow authorized and permitted properly trained Company employees and vendors to access the data. We do not sell, trade, or otherwise share Your Personal Information and Content to third parties for training or to improve our AI models, or third party services and products. To read more about our Privacy Policy click here: [LINK](#)

### **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

### **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service by manually closing Your account nor requesting Us to close Your account by email [pregrade@learnovate.ai](mailto:pregrade@learnovate.ai).

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Email: [pregrade@learnovate.ai](mailto:pregrade@learnovate.ai)

Address: Innocentre, 72 Tat Chee Avenue, Kowloon Tong, Hong Kong

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Changes to These Terms of Service**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.



## **Contact Us**

If you have any questions about these Terms of Service, You can contact us:

- By visiting this page on our website: <https://pregrade.ai/>
- By sending us an email: [pregrade@learnovate.ai](mailto:pregrade@learnovate.ai)