



TERMS OF USE

Teachy

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Welcome to Teachy. We are an edtech company (Teachy Education US INC) that provides a learning management system Platform for schools and teachers.

These Terms of Use (or “Agreement”), along with all other agreements, disclaimers, and disclosures displayed on the Teachy website state the terms and conditions under which you may use the website (“<https://www.teachy.app>”).

By registering for an account on, or otherwise accessing or using Teachy Services (“Services”), you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with Teachy, that agreement governs your use of the Service.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Agreement. If you don’t get your parent or guardian to read and agree to the Agreement, you don’t have permission to use the Service.

If you are entering into this Agreement on behalf of a company or other legal entity (including if you are School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to this Agreement. If you do not have such authority, or if you do not agree with these terms of use, you must not accept this Agreement and may not use the Service.

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1. IMPORTANT CONCEPTS

Below you will find some important concepts to understand

Teachy or Platform. The web and mobile digital space provided by Teachy, where the Users can access the available functionalities and services.

Login: the process of accessing the Platform through user authentication or identification, using previously registered credentials that are personal and non-transferable.

Student. A person, whether registered with Teachy or not, who may have access to exercises and materials provided for the purpose of learning.

Teacher. A registered user who can create and edit exercises and lists and make them available to **Students.**

Users. Together, Student and Teacher will be called Users.

2. IF YOU ARE A TEACHER

The Platform is developed specifically to manage school activities, making teaching and studying more effective.

Teachy simplifies teachers' lives by managing tasks like lesson preparation, assignments, and grading exams. Here are some features that the Platform offers:

- It generates exercise lists based on either custom questions or Teachy's database questions.
- Questions created by the teacher will only be shared with other users through the database if the teacher grants permission.
- Answer key creation and management for exercises and activities.
- Access to a question database within the Platform.
- Management of student classes.



- Sends questions lists with specific response deadlines.
- Access to data regarding students who answered each question in the exercise list correctly or incorrectly.
- Recording and monitoring student attendance.
- Automatic correction of student exercises and activities.
- Provision of student's notes.

Students will only have access to the materials and classes that the Teacher selects for the specific class to which the Student belongs. Each Student will only have access to materials and information provided by their respective Teacher, who has a prior connection with the school or educational support.

The Platform is not affiliated with any educational institution of the registered Teachers, and it is not an educational institution, school, tutoring service, or student establishment.

2.1. Teacher's Menu Bar:

Teachers will have access to the following features on the Platform:

Preparing materials. Creating and editing assignments and lessons that can be organized by the theme of the grades and classes.

Managing materials. Handling the latest lists and materials created, lesson plans, and educational videos.

Assessing students. Creating assessments for Students based on listed or original exercises, as well as determining the evaluation time.

Monitoring classes. Tool for checking Students performance through assessment grades and assignments.

2.2. How to Register on Teachy?

If you register using your Google or Facebook account, Teachy will create the account based on the data from the social account. The Teacher can choose to complete the registration through the "My Account" button, providing the following information:



- State
- Taught grades
- Total number of students
- Class Subjects
- Schools where the user teaches

The provided registration details will serve as the basis for generating an identification account, through which the Teacher will access the Platform and its functionalities. The Teacher should set up the login and password for Platform access.

2.3. Registration Terms for Teachy

Teachy is intended for individuals who are part of the educational system as teachers or coordinators.

By using the Services, the Teacher commits to complying with applicable laws and this Agreement.

For enrollment and use of Teachy, the Teacher must commit to providing true, accurate, current, and complete information as requested in the registration form.

Teachy reserves the right to refuse registration or cancel accounts it deems inappropriate, as well as to refuse to provide any Services that do not adhere to its standards.

2.4. Premium Features

To access our premium features, the Teacher must subscribe to one of the available plans at <https://www.teachy.app>.

Pay attention to the details of the transaction, because your total price may include taxes, fees, and other costs, all of which you are responsible for paying. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged and be aware that most of them are non-refundable.

You may be presented with additional terms related to a specific purchase before you confirm the transaction. Those additional terms will also govern that transaction.

2.5. The Teacher's Obligations

The Teacher agrees not to disclose their access information to the Platform to third parties, nor to allow the use of such information by third parties. All activities carried out with the Teacher's access will be their responsibility.



The Teacher is solely responsible for the data and information entered into their account; therefore, Teachy is not obligated to verify or confirm the accuracy of the provided data.

The Teacher undertakes to use Teachy in an honest and ethical manner, as well as to refrain from any type of abusive, illegal, or offensive conduct.

The Teacher states that they have all authorizations from legal representatives to handle Students' information.

Due to access to the Platform, the Teacher may have access to Student registration data, including user photos. In this context, the use of any personal data of Students, potentially available on the Platform, for purposes other than the recognition and pedagogical evaluation of these individuals, is prohibited, under penalty of account deletion and other applicable liabilities.

The Teacher is responsible for all of their Students' information.

IF THE ACCOUNT OF A STUDENT UNDER THE AGE OF 13 (THIRTEEN) IS CREATED AT THE INITIATIVE OF THE TEACHER, IT IS THE RESPONSIBILITY OF THE PROFESSIONAL TO APPROVE THE CREATION OF THE ACCOUNT ON THE PLATFORM. IT IS THEIR SOLE RESPONSIBILITY TO ENSURE THAT THEY HAVE THE PROPER AUTHORIZATION FROM AT LEAST ONE LEGAL GUARDIAN OF THE STUDENT FOR SUCH CREATION.

3. IF YOU ARE A STUDENT

3.1. Study with us!

Teachy complements Students school activities, allowing them to follow tasks, exams, assignments, and exercises provided by Teachers to optimize learning, among other functionalities.

Students will have access to the following features:

- Participate in classes created by the Teacher.
- View lessons and study materials provided by the Teacher.
- Respond to and solve questions, activities, and exercises provided by the Teacher.
- View the results and performance in activities solved through the Platform.
- Take tests and exams provided by the Teacher, as well as track results.

The Platform is not an educational institution or tutoring service and does not have any control over the Teacher's activities. It functions solely as a digital tool that facilitates the management of school teaching and learning.

In addition, the Student may, independently and subject to the limits established in the plan(s) provided by Teachy:



- Practice knowledge of subjects through questions and activities independently on the Platform.
- Use Artificial Intelligence tools for study support.

New functionalities may be added by Teachy over time on the Platform, and their access or availability may be limited according to the plan(s) offered at that time.

3.2. How to Register on Teachy?

To register on the Platform the Student or guardian must access the Platform, log in via Google or Facebook account, and provide full name and email.

The registration data provided and shared via Google or Facebook account will serve as the basis for generating an identification account, through which the Student will have access to the Platform and its features.

The user must define the login and password for Platform access.

3.3. Registration Terms for Teachy

To register and use the Platform, the Student must accept, agree, and commit to abide by this Agreement, as well as applicable laws.

The Student must be at least 13 years old to register. Any registration for Students under 18 years old must be supervised by their guardians. Legal guardians are jointly and severally responsible for the actions and omissions of minors under their care.

The Student must provide true, accurate, current, and complete information.

The Student agrees that it is their sole responsibility to keep their registration data updated, as well as to safeguard the protection and privacy of their access password.

Furthermore, it is important to emphasize that only 01 (one) account per Student is allowed on the Platform.

Teachy reserve the right to refuse registration or cancel accounts it deems inappropriate, as well as to refuse to provide any services that do not comply with its standards, without the need for prior notification to the Student.



3.3.1. Registration for individuals under 13 (thirteen) years old

The registration of Students under the age of 13 (thirteen) can only occur with the explicit authorization from at least one legal guardian. To do so, the Name and Email of the legal guardian must be provided, and they will receive an email notification to provide consent and authorization for the completion and creation of the Student's account.

If the account for the user under the age of 13 (thirteen) is created at the initiative of the Teacher User, it is the responsibility of the professional to approve the account creation on the Platform. It is their sole responsibility to ensure that they have the proper authorization from at least one legal guardian of the Student, as established in these Terms.

3.4. Students Obligations

It is the Students obligation to use the Platform in accordance with the conditions outlined in this Agreement, applicable laws, and any other contracts entered between the parties.

The Student must use the Platform in an honest and ethical manner, refraining from any type of abusive, illegal, or offensive conduct.

The Student is solely responsible, for all intents and purposes, including legal aspects, for the content of the information they input and the commitments they make on the Platform.

4. TEACHY'S OBLIGATIONS

Teachy will provide its services in accordance with the conditions outlined in this Agreement. Teachy's obligations are limited to ensuring the functionality and security of the Platform, as well as making any necessary corrections and/or alterations.

Teachy shall not be held responsible for the following situations:

- Users conduct, whether within or outside the Platform.
- Users non-compliance with their obligations, in violation of this Agreement and applicable laws.
- Damages Users may incur due to misuse of the Platform, such as unauthorized access by third parties to their account.
- Damages the Users may experience due to third parties actions, as well as network connection failures and malicious interactions such as viruses.
- Users are solely responsible for the data and information entered into their account; therefore, Teachy is not obliged to verify or attest to the accuracy or appropriateness of the



provided data.

- (Hyper)links or banners of third parties inserted on the Platform.
- Inappropriately entered or disclosed personal data on the Platform.
- Service interruption, bugs, viruses, errors, omissions, losses, or damages.
- Any product or service offered on portals, websites, or applications that is not related to Teachy's activities.

Teachy disclaims responsibility for the content of materials and information published by the Users on this Platform.

Under no circumstances is Teachy liable for copyright infringement resulting from information and materials made available on the Platform. However, the Platform commits to removing such materials upon receipt of a formal notice of infringement.

The Platform is not the creator of materials produced and published by the Teacher, and there is no prior editorial control.

Teachy shall not be held responsible for errors in the dissemination of materials through the use of tools within the Platform.

Teachy shall not be held responsible in any way for the academic performance and outcomes resulting from the Students activities.

Teachy does not have any management or control over the sharing of students' personal data by Teachers and Responsible Schools with other Teachers and third parties, whether within or outside the Platform, and it is not required to exercise any type of control or supervision in this regard. However, if requested, Teachy may investigate violations committed by Teachers and Responsible Schools that could result in suspension or even banishment of the account of the offending.

5. ACCEPTABLE USE AND CONDUCT

We do our best to keep Teachy safe, but we cannot guarantee it. We need your help to keep Teachy safe, which includes the following commitments by you when using our Service:

- You will only use the Teachy Platform as permitted by law, including applicable export or re-export control laws and regulations.
- You will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Teachy Platform.



- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Teachy Platform.
- You will not upload viruses or other malicious code, files, or programs on the Teachy Platform.
- You will not collect, solicit, or otherwise obtain login information or access an account belonging to someone else on the Teachy Platform.
- You will not use the Teachy Platform to violate a person's right to privacy or publicity or otherwise collect, use, or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of any law.
- You will not bully, intimidate, or harass any user or use the Teachy Platform in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post or approve any user content or use the Teachy Platform in a manner that infringes, violates, or misappropriates any third-party's intellectual property rights or other proprietary rights, privacy rights, or contractual rights.
- You will not use the Teachy Platform in any way to upload, post, transmit, email, or otherwise distribute content that is hate speech, discriminating, defamatory, threatening, pornographic, or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by Teachy.
- You will not use the Teachy Platform to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Teachy Platform or prevent other users from using the Platform, such as a denial of service attack or interference with page rendering or other Platform functionality.
- You will not access (or attempt to gain unauthorized access) to the Teachy Platform or to Teachy's computer systems by any means other than as permitted in this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Platform.
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Teachy Platform, including any users' content or information, or otherwise access the Platform.
- You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers to disguise the origin of any content transmitted to or through the Teachy Platform.
- You will not use the Teachy Platform in any commercially unreasonable manner or in any manner that would disparage Teachy.
- You will not impersonate a Teachy employee or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will not use the Teachy Platform in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Teachy Platform, including any user content, that violates child pornography laws or that otherwise violates any child sexual exploitation laws. Teachy absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your user registration information, to law enforcement.



- You will not copy, modify, or distribute any text, graphics, or other material or content available through the Teachy Platform without our prior written permission, or if such content is a user content, the prior written consent of such user.
- You will not facilitate or encourage any violations of this Agreement or our policies, including, without limitation, to facilitate the unlawful distribution of copyrighted content.
- Any violation of the above may be grounds for termination of your right to access or use the Teachy Platform.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the Platform or Teachy Technology.
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with Teachy, or access the Platform to build a product using similar ideas, features, functions, interface or graphics.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit Teachy Technology for any purposes other than as expressly permitted under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any Teachy Technology.
- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or Teachy Technology or enforce limitations on use of the Platform or any User content.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any Teachy Premium Features or other custom products or merchandise, or otherwise use any of the Teachy Technology in a manner that creates the impression that the Teachy Technology belongs to you.

6. TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Service unless your account is terminated as provided in this Agreement ("Term"). All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

There is no obligation to use our Service, and you can stop using your account, or delete it completely, at any time. We can do that for you, too - just send us an email support@teachy.com.br.

Teachy might suspend or terminate your account if you violate our rules or the law. We may suspend or terminate your account at any time for any reason.



7. GENERAL PROVISIONS

Indemnity. If someone brings a claim against us related to your content or use of the Service, violation of another's rights, or a breach of this Agreement, you promise to pay for the cost of legal expenses and any loss or damages we incur.

Limitations of liability. Teachy is a Service provided "as-is." We're not liable to you for indirect, or special damages if something goes wrong. Additionally, we set a cap of our liability to you for any direct damages that you may incur as a result of using our Services to be limited to \$100.

Arbitration. It is our goal to quickly and efficiently resolve disputes that may arise. For that reason, we require disputes to be submitted to arbitration. Additionally, we each waive rights to bring class actions.

Miscellaneous. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Users except with Teachy's prior written consent. Teachy may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Users do not have any authority of any kind to bind Teachy in any respect whatsoever.

Copyright Protection. Teachy's Service is protected by copyright and other intellectual property laws. Using our Service does not grant you ownership of any intellectual property rights in our Service or the Teachy Technology. You agree that, as between you and Teachy, all the intellectual property rights in the Teachy Service and Teachy Technology are owned by Teachy or its licensors. These terms do not provide you with the right to use any Teachy Marks.

Modification to Agreement. If these terms of use change, we will notify you, and give you a chance to opt out or discontinue use of the Service. We won't change the terms retroactively.

Privacy. Please visit our [Privacy Policy](#) for additional information about what information we collect and how we use it.



8. CONTACT US!

If you have any questions about this Agreement, please send us an email support@teachy.com.br