

# Student User Agreement and Privacy Policy

## Introduction

This User Agreement and Privacy Policy is an excerpt from the master service agreement between New Explorers Educational, INC, and [University Name]. It outlines the legal rights and obligations of students ("Users") using the Quizly application. Please note that some article numbers may be out of order or omitted. By using the Quizly app, Users agree to comply with all terms outlined in the master service agreement - whether or not they are presented in this document.

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## Age Requirement

**3.6 Age Requirement:** The Software is intended for use by individuals who are at least 13 years old. By using the Software, Users confirm that they are at least 13 years of age. The University is responsible for ensuring compliance with all applicable laws and regulations related to children's online privacy and protection.

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## Account Creation and Access

**2.3 Access and Usage:** The Software will be accessible to Users through the University's systems, either via integration with the University's LDAP or Active Directory, or through accounts pre-created by the Company based on information provided by the University. Users are responsible for the accuracy and security of their account information.

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## User Obligations

**3.1 Appropriate Use:** Users are required to use the Software solely for its intended educational purposes, specifically for making audio recordings of their notes based on course

materials and generating multiple-choice questions (MCQs). Users must not use the Software for any unlawful or unauthorized purposes.

**3.2 Prohibited Activities:** Users are expressly prohibited from engaging in the following activities:

- **3.2.1 Reverse Engineering:** Attempting to reverse engineer any prompts used by the Quizly API or any part of the Software, including but not limited to, communications with third-party APIs such as OpenAI.
- **3.2.2 Unauthorized Access:** Recording audio notes or taking any action designed to extract or reveal information about the Software's underlying systems, including prompts, data structures, or integration practices.
- **3.2.3 Inappropriate Content:** Recording audio notes that contain abusive, hateful, or otherwise inappropriate content directed at any individual or group.
- **3.2.4 System Manipulation:** Attempting to manipulate the Software by artificially accelerating the pace of audio recordings (e.g., recording a 10,000-word text in under 60 seconds) or otherwise tricking the system to bypass established controls.
- **3.2.5 Resource Misuse:** Engaging in activities that may cause system overload, downtime, or excessive expenses to be incurred by either the University or the Company.
- **3.2.6 Intellectual Property Infringement:** Attempting to reverse-engineer, copy, or reproduce any part of the Software or related systems that are the intellectual property of the Company.
- **3.2.7 Content Restrictions:** Creating or sharing audio recordings that contain Previously Copyrighted Materials for which the User does not possess the appropriate license or authorization.
- **6.1 Reverse Engineering:** Users are prohibited from attempting to reverse engineer, decompile, or disassemble any part of the Software, including any prompts used by the Quizly API in communication with third-party services like OpenAI, or any other proprietary algorithms, source code, or processes used within the Software.

- **6.2 Unauthorized Access:** Users may not record audio notes or take any other action designed to extract or reveal information about the Software's underlying systems, including but not limited to prompts, data structures, or integration practices.
- **6.3 Inappropriate Content:** Users are prohibited from recording, uploading, or sharing any content through the Software that contains abusive, hateful, or otherwise inappropriate language or imagery directed at any individual or group.
- **6.4 System Manipulation:** Users may not attempt to manipulate the Software by artificially accelerating the pace of audio recordings (e.g., recording a 10,000-word text in under 60 seconds) or otherwise tricking the system to bypass established controls or limitations.
- **6.5 Resource Misuse:** Users are prohibited from engaging in activities that may cause system overload, downtime, or excessive expenses for either the University or the Company. This includes, but is not limited to, creating excessive or unnecessary data requests, spamming, or engaging in denial-of-service attacks.
- **6.6 Intellectual Property Infringement:** Users may not attempt to copy, distribute, or create derivative works from any part of the Software or related systems that are the intellectual property of the Company.
- **6.7 Content Restrictions:** Users may not create, record, or share audio notes that contain Previously Copyrighted Materials unless they have the appropriate license or authorization to do so. Users must adhere to all copyright laws and respect the intellectual property rights of third parties.
- **6.8 Security Vulnerabilities:** Users are required to report any discovered security vulnerabilities in the Software to support@quizly.ca immediately. Users may not publicly disclose or share any information about security vulnerabilities with third parties, as such actions could pose a risk to the Software, the Company, the University, and its students.
- **6.9 Intentional Discovery of Vulnerabilities:** Users may not intentionally attempt to discover or exploit any security vulnerabilities in the Software or related systems.
- **6.10 User Interference:** Users may not engage in any activities that prevent or disrupt other Users' access to or use of the Software. This includes, but is not limited to, tampering with the Software or related systems, or attempting to access another User's account without authorization.

- **6.11 System Incapacitation:** Users are prohibited from attempting to incapacitate the Software or related systems in any way, including but not limited to, launching malware, viruses, or other harmful code that could damage the Software, related systems, or data.
- **6.12 Additional Prohibited Activities:** The Company reserves the right to designate additional activities as prohibited at any time, with or without notice to Users, if such activities are deemed harmful to the Software, the Company, the University, or its students. Any activities retroactively designated as prohibited will be enforced as if they were originally included in this Agreement.

**3.3 Compliance with IT Policies:** Users must comply with any IT policies or guidelines set forth by the University that pertain to the use of the Software. The University's IT staff may enforce these policies and take appropriate action in response to any violations.

**3.4 Account Security:** Users are responsible for maintaining the security of their accounts and must not share their login credentials with others. If a User suspects that their account has been compromised, they must immediately notify the University's IT staff.

**3.5 Consequences of Violations:** Any violation of these obligations may result in the termination of the User's access to the Software. The Company reserves the right to pursue legal action against Users and, if applicable, the University, to recover damages resulting from such violations.

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## Privacy Policy

### 4.1 Data Collection:

- **4.1.1 Personal Information:** The Company will collect Personal Information from Users, including but not limited to first name, last name, date of birth, email address, password (where applicable), gender, and student number. This data is necessary to create and maintain User accounts and ensure proper functioning of the Software.

- **4.1.2 Audio Recordings:** The Software collects audio recordings created by Users as part of its core functionality. These recordings are temporarily stored on the Company's servers while they are being processed.
- **4.1.3 Technical Data:** The Company may collect additional technical data, such as device information, IP addresses, and usage logs, to ensure the security and performance of the Software.

## 4.2 Data Usage:

- **4.2.1 Personalized Experience:** Collected data will be used to provide a personalized experience within the Software, including the creation of customized MCQs from Users' audio notes.
- **4.2.2 Analytics and Reporting:** The Company may use aggregated and anonymized data to generate analytics and reports for the University to assist in educational insights and improvements.
- **4.2.3 Communications:** The Company reserves the right to send email communications to Users regarding product updates, new features, or other relevant information. Users may opt out of these communications at any time by following the unsubscribe link provided in the emails.

## 4.3 Data Sharing:

- **4.3.1 Third-Party Services:** Audio recordings and their transcriptions may be shared with third-party services, such as OpenAI, to perform functions like transcribing audio to text and generating MCQs. Users agree to the privacy policies of these third-party services by using the Software.
- **4.3.2 Compliance with Legal Requests:** The Company may share Personal Information with government authorities or other third parties when required by law, or in response to a lawful request.
- **4.3.3 University Access:** The University may request access to certain data for administrative purposes, provided such access is in compliance with privacy laws and regulations.

#### 4.4 Data Retention:

- **4.4.1 Retention Period:** All data is retained for as long as the User maintains an active account. Data retention beyond account deactivation will be managed according to the scenarios outlined below.
- **4.4.2 Backup Data:** User data may be retained in backups even after account deactivation or deletion. This data will be deleted gradually as old backups are replaced with new ones.
- **4.4.3 Data Retention:** Data is retained for as long as the University remains a customer of the Company, and the Software is available to its students.

#### 4.5 User Rights:

- **4.5.1 Account Deactivation:** Users may request account deactivation by contacting support@quizly.ca. The Company will process this request in accordance with the Data Retention policies outlined in this Agreement.
- **4.5.2 Opting Out of Communications:** Users may opt out of email communications from the Company at any time by following the unsubscribe link in the emails. In case of any issues with unsubscribing, Users should contact support@quizly.ca to resolve the matter.
- **4.5.3 Access to User-Generated Content:** Users may access their User-Generated Content for as long as their accounts remain active. Upon account deactivation, Users will no longer have access to this data via the Software.

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### User-Generated Content and Intellectual Property Rights

**5.1 Ownership of User-Generated Content:** All User-Generated Content, including but not limited to transcriptions of audio recordings, generated questions, and answers, becomes the property of the Company at the time of their creation, except as specified in Section 5.2.

**5.2 Previously Copyrighted Materials:** When a recorded audio note is an exact quote of a Previously Copyrighted Material, such as a book, article, or PowerPoint slides, the copyrights

on the transcribed audio note are retained by the original author. The User is responsible for ensuring they have the necessary rights or licenses to use such materials in connection with the Software.

**5.3 Sharing of User-Generated Content:** When a set of questions or transcriptions is shared by a User with other students or instructors through the Software's sharing capabilities, the recipients of this content do not acquire ownership of the User-Generated Content. They are granted permission to further share these materials only within the educational context and in compliance with all applicable copyright laws and the terms of this Agreement.

**5.4 Prohibited Use of User-Generated Content:** Users may not use, distribute, or share User-Generated Content in a manner that violates the terms of this Agreement, any applicable copyright laws, or outside the University's educational environment.

**5.5 Copyright Compliance:** Users and the University are responsible for ensuring that any materials they record, transcribe, or share through the Software do not infringe on the intellectual property rights of third parties. The University agrees to indemnify and hold the Company harmless against any claims arising from the unauthorized use of Previously Copyrighted Materials by Users. The Company disclaims all liability for any misuse of copyrighted materials by Users.

**5.6 Licensing of User-Generated Content:** The Company grants the University and its students a non-exclusive, royalty-free, non-transferable license to use, share, copy, and reproduce User-Generated Content strictly for educational purposes within the scope of this Agreement. This license does not include the right to sublicense or distribute User-Generated Content outside of the University's educational environment.

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## **Liability and Disclaimers**

**7.1 Limitation of Liability:** The Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of

profits, data, or use, incurred by Users, arising out of or in connection with the use or inability to use the Software.

**7.2 Disclaimer of Warranties:** The Software is provided on an "as-is" and "as-available" basis. The Company expressly disclaims all warranties of any kind, whether express, implied, or statutory.

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## **Dispute Resolution**

**9.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.