

Terms and Conditions

Xedu Educational Support Services LLC • Last Updated: 7/09/2026

These Terms and Conditions (“Terms”) govern your access to and use of the xedu platform, including our AI system Thoth, provided by Xedu Educational Support Services LLC (“xedu,” “we,” “us,” or “our”). Please also see our Privacy Policy, which explains how we handle personal data and is incorporated into these Terms by reference.

1. Acceptance of Terms

By creating an account or otherwise using xedu, you agree to be bound by these Terms and Conditions (“Terms”) and our Privacy Policy. If you do not agree, please do not use the platform.

If you are accepting these Terms on behalf of a school or other organization, you confirm that you have the authority to bind that organization, and “you” in these Terms refers to that organization as well as yourself.

2. Eligibility and Accounts

Minors. Our approach to accounts belonging to users under 18 is set out in our Privacy Policy. In summary: users under 13 cannot self-register, an account must be created by a parent, guardian, or the user’s school; users 13 and older may self-register, with a notice encouraging parental awareness.

Where a parent or guardian creates an account for a child, they confirm they have the authority to do so and agree to these Terms on the child’s behalf. Where a school enrolls a student, the school confirms it has obtained any consents necessary under its own enrollment processes, as described in our Privacy Policy.

Account accuracy and security. You agree to provide accurate information when creating an account, to keep your login credentials secure, and to notify us promptly if you suspect unauthorized access to your account. You are responsible for activity that occurs under your account, except to the extent caused by our own security failure.

3. License to Use the Platform

Subject to these Terms, xedu grants you a limited, non-exclusive, non-transferable, revocable license to access and use the platform:

- For individual users, for your own personal educational use
- For school partners and their affiliated users, for the school’s internal educational operations

This license does not permit you to sublicense, resell, or provide access to the platform to anyone outside your own account or organization, or to use the platform to build or support a competing product or service. Any rights not expressly granted to you remain reserved by xedu.

4. Intellectual Property

The platform is ours. All software, source code, algorithms, designs, technical architecture, and underlying technology that make up xedu and Thoth, including any configuration or customization made for a specific school, are owned exclusively by xedu. Using xedu, including features developed or configured specifically in connection with your school, does not transfer ownership of that software to you or your school.

Your content is yours. Ownership of the content you or your school create, upload, and generate on the platform is governed by our Privacy Policy. By using the platform, you grant xedu the licenses described there, for example, to reference your content through our RAG system, and to use Thoth-generated output to improve our systems, subject to the limits and exclusions set out in that policy.

Trademarks. “Xedu,” “Thoth,” and our associated logos are trademarks of xedu. You may not use them without our prior written permission, except as necessary to use the platform as intended.

5. Payment Terms

5.1 Individual Users (B2C)

xedu offers a free tier with limited features and a paid tier with full access. If you subscribe to a paid tier:

- Subscriptions renew automatically at the end of each billing period unless cancelled before renewal
- You may cancel at any time; cancellation takes effect at the end of your current billing period, and you retain access until then
- **Refunds:** available within 7 days of subscribing, provided you have not used any paid features during that period. Once any paid feature has been used, including a single AI interaction, the subscription becomes non-refundable
- Payments are processed by our third-party payment provider, Stripe. We do not store your full payment card details ourselves
- We may change our pricing from time to time. If a price change affects your subscription, we will notify you in advance, and the new price will apply from your next renewal

5.2 School Partners (B2B)

Fees, invoicing schedule, and payment terms for school partners are bespoke and set out in the individual commercial agreement or order form signed with that school, and are incorporated into these Terms by reference for that partner. If a school partner fails to pay fees when due, we may suspend access to the platform after providing written notice and a reasonable opportunity to cure the non-payment.

5.3 Taxes

All fees are exclusive of applicable taxes unless stated otherwise, and you are responsible for any taxes associated with your use of xedu, other than taxes on our income.

6. Acceptable Use

6.1 Prohibited Conduct

You agree not to:

- Use the platform for any unlawful purpose, or in a way that violates the rights of others

- Attempt to gain unauthorized access to any part of the platform, other users' accounts, or our systems
- Introduce malicious code, attempt to disrupt platform operations, or interfere with other users' use of xedu
- Scrape, reverse-engineer, or attempt to extract our source code, algorithms, or underlying AI models, or use platform output to train a competing product
- Share your account credentials with others, or allow access to your account by anyone not authorized to use it
- Impersonate any person or entity, or misrepresent your affiliation with a school or organization

6.2 Content Standards

Because xedu is used by a large number of minors, we hold content shared on the platform to a strict standard. You agree not to upload, share, generate, or transmit, through any means, including text, images, video, or audio:

- Pornographic, sexually explicit, or sexually suggestive content of any kind
- Any content that sexualizes, endangers, or exploits a minor, in any form, which we treat with zero tolerance
- Content that infringes someone else's intellectual property rights, or that you do not have the right to share
- Hate speech, harassment, bullying, or content that threatens or promotes violence
- Profane, obscene, or otherwise inappropriate language inconsistent with a school and youth-oriented learning environment

Enforcement. Violations of this section are treated with zero tolerance. We reserve the right to immediately suspend or terminate any account involved in a violation of this section, without prior warning, and without any refund of fees paid. Where content violates applicable law, including any law relating to the protection of minors, we will cooperate with and report to law enforcement and relevant authorities as required or appropriate.

6.3 Academic Integrity

Thoth is designed to support learning, help you understand concepts, practice skills, and work through material, not to complete graded work on your behalf for submission as your own. You are responsible for using xedu in a way that complies with your school's own academic integrity or honor code policies. Using the platform to generate work with the intent of submitting it as your own in violation of your school's policies is a violation of these Terms, and we may take action on your account if we become aware of such misuse. xedu does not monitor individual use for this purpose and relies on schools to enforce their own academic policies day to day.

7. AI-Generated Content Disclaimer

Thoth's responses are generated by AI and may contain errors, inaccuracies, or incomplete information. You should review and verify AI-generated content rather than relying on it without question, particularly before submitting it as graded work or making any decision based on it.

Thoth is not a substitute for professional judgment. This includes, but is not limited to, a qualified teacher's academic assessment, or a qualified medical or psychological professional's evaluation. Any features that analyze learning patterns or flag potential learning differences, as described in our Privacy Policy, are intended to support, not replace, evaluation by qualified professionals, and should never be treated as a diagnosis.

xedu does not guarantee that Thoth's output will be accurate, complete, or suitable for any particular purpose.

8. Termination and Suspension

By you. You may stop using xedu and close your account at any time. For paid subscriptions, closing your account follows the cancellation terms in Section 5.

By us. We may suspend or terminate your access to xedu, with or without notice depending on severity, if:

- You violate these Terms, including the Content Standards in Section 6.2, in which case we may act immediately and without prior warning
- You fail to pay fees due, following the notice and cure process described in Section 5
- We reasonably believe your continued use poses a security risk to the platform, to other users, or to xedu
- We are required to do so by law, or to comply with a request from a competent authority
- We discontinue the platform or a specific service, in which case we will provide reasonable advance notice where practicable

Effect of termination. Upon termination, your right to access the platform ends immediately. Data retention and deletion following termination or account closure are governed by our Privacy Policy. Provisions of these Terms that by their nature should survive termination, including Sections 4 (Intellectual Property), 9 (Warranty Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Dispute Resolution), will survive.

9. Warranty Disclaimers

The platform is provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant that the platform will be uninterrupted, secure, or error-free, that defects will be corrected, or that the platform will meet your specific requirements. Our AI-generated content disclaimer in Section 7 applies in addition to this section.

Nothing in this section limits any warranty or right that cannot be excluded under applicable law.

10. Limitation of Liability

Individual users (B2C). To the maximum extent permitted by law, xedu's total liability to you for any claim arising from or relating to these Terms or your use of the platform is limited to the greater of (a) the fees you paid us in the 12 months preceding the event giving rise to the claim, or (b) USD 100.

School partners (B2B). To the maximum extent permitted by law, xedu's total liability to a school partner for any claim arising from or relating to these Terms is limited to the fees paid by that school to xedu in the 12 months preceding the event giving rise to the claim.

Exclusions from the cap. The limitations in this section do not apply to liability arising from xedu's fraud, willful misconduct, or gross negligence, or to any liability that cannot be limited or excluded under applicable law.

Service credits as sole remedy for service issues. For claims relating solely to platform downtime or service availability, xedu's sole obligation, and your sole remedy, is a credit toward future subscription fees, in an amount reasonably determined by xedu based on the severity and duration of the issue. This does not limit your remedies for claims outside of service availability, such as data breaches or security incidents, which remain subject to the monetary caps above.

Excluded damages. Neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, or goodwill, arising from or relating to these Terms, even if advised of the possibility of such damages.

11. Indemnification

You will indemnify xedu against direct losses, damages, costs, and liabilities arising from your breach of these Terms, your violation of applicable law, or content you upload or share in violation of Section 6.

xedu will indemnify you against direct losses, damages, costs, and liabilities arising from xedu's proven negligence, willful misconduct, or material breach of these Terms, including unauthorized disclosure of your data attributable to xedu, subject to the limitations in Section 10.

12. Dispute Resolution and Governing Law

These Terms are governed by the laws of the United Arab Emirates. Any dispute arising from or relating to these Terms or your use of xedu that cannot be resolved informally will be subject to the exclusive jurisdiction of the onshore courts of Dubai, United Arab Emirates.

Before initiating formal proceedings, both parties agree to make a good-faith effort to resolve the dispute informally by contacting the other party in writing.

13. General Provisions

Changes to these Terms. We may update these Terms from time to time. If we make material changes, we will notify you by email or through a notice on the platform before the changes take effect. Continued use of xedu after changes take effect constitutes acceptance of the updated Terms.

Entire agreement. These Terms, together with our Privacy Policy and, where applicable, your school's individual commercial agreement with xedu, constitute the entire agreement between you and xedu regarding your use of the platform, and supersede any prior agreements on the same subject.

Severability. If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

No waiver. Our failure to enforce any provision of these Terms is not a waiver of our right to do so later.

Assignment. You may not assign or transfer your rights under these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

Force majeure. Neither party is liable for delays or failures in performance resulting from causes beyond that party's reasonable control, including natural disasters, war, civil unrest, government action, or widespread internet or infrastructure outages.

Independent parties. You and xedu are independent parties. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and xedu.

Notices. We may provide notices to you by email, through the platform, or by posting on our website. You may contact us regarding these Terms at:

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