

# GradeBot Terms of Service

**Last Updated:** November 2025

These Terms of Service (“**Terms**”) govern your access to and use of the **GradeBot** platform (“**GradeBot**,” “**we**,” “**us**,” or “**our**”).

By creating an account, accessing, or using GradeBot, you agree to be bound by these Terms. If you do not agree, please stop using the service.

## 1. Overview of the Service

GradeBot is an educational assessment and document-evaluation platform designed for instructors, institutions, and authorized administrators (“**Users**”).

The platform provides:

- Automated assignment and application evaluation
- Rubric-based scoring and feedback generation
- Document analysis and text extraction (OCR)
- Screening workflows for academic and admissions use
- Export of grading results and configuration data

GradeBot operates on Microsoft Azure infrastructure using encrypted databases and secure cloud storage.

## 2. Eligibility and Account Registration

GradeBot is intended for:

- Instructors, faculty, staff, and institutional administrators

Authentication is provided through Microsoft Entra ID or an equivalent institutional identity provider.

Users agree to:

- Provide accurate identifying information
- Maintain confidentiality of login credentials
- Use GradeBot only for authorized institutional purposes

User profiles may be automatically created based on institutional identity claims.

## 3. Definitions

**Grading Session** – A period during which an instructor uploads documents, configures grading options, and runs automated evaluation for a given cohort or assignment. A session ends when the instructor exits the interface or 24 hours after creation, whichever comes first.

**Student Data** – Information in uploaded documents that identifies or relates to a student or applicant.

## 4. Acceptable Use

You agree **not** to:

- Upload content you are not authorized to use for educational evaluation
- Violate FERPA, institutional policy, or any applicable law
- Access data or resources belonging to other institutions or users
- Reverse-engineer, decompile, or extract source code from GradeBot
- Introduce malware or disrupt the platform

We may monitor usage and audit logs to detect security risks or violations.

## 5. Data Use and Processing

### 5.1 Instructor and System Data

We collect and process:

- Account details (names, emails, roles, organization identifiers)
- Assignment, rubric, and configuration data
- Usage metrics and audit logs

This data supports system operation, reliability, and security.

### 5.2 Student and Applicant Data

Instructors may upload Student Data as part of grading sessions. Student Data is:

- Used only for requested grading or feedback workflows
- Processed via automated tools (AI models, OCR)
- Stored temporarily (see Section 6)

GradeBot **does not** use Student Data for advertising, marketing, or training generalized AI models.

### 5.3 AI and OCR Processing

When grading, relevant content may be sent to:

- OpenAI Enterprise or Google Gemini Enterprise for text analysis and feedback generation
- Azure Document Intelligence for OCR

These subprocessors operate under enterprise agreements preventing retention or model training on customer data.

## 6. Data Storage and Retention

### 6.1 Short-Term Student Data

- Student Data is encrypted and stored only during the active grading session.
- Uploaded documents and derived text are automatically deleted **within 24 hours** or when the instructor exits the session.
- Student Data is not included in long-term backups.

### 6.2 Long-Term Instructor Data

Persistent data may include:

- Instructor accounts and institutional configuration
- Templates for assignments, rubrics, or cohorts
- Usage metrics and billing information
- Audit logs of user and system actions

No full student documents are retained in this category.

## 7. Browser Storage and Client Behavior

GradeBot uses temporary browser **sessionStorage** for authentication tokens and interface state. We do **not** use **localStorage** for tracking and do not set analytics or advertising cookies. Authentication cookies from Microsoft or your institution may be used only for security.

## 8. FERPA and Educational Records

When used by U.S. institutions, GradeBot functions as a “**School Official**” under FERPA, using Student Data solely for legitimate educational purposes.

Institutions are responsible for:

- Ensuring FERPA compliance
- Obtaining any necessary consents
- Managing user access controls

GradeBot assists institutions with FERPA-related requests where technically feasible.

## 9. Intellectual Property

Users retain ownership of:

- Uploaded content
- Custom rubrics and configurations

GradeBot (Applied AI Institute) retains ownership of:

- Platform software, design, documentation, and proprietary models

You may not copy or create derivative works based on GradeBot except as allowed by law.

## 10. Service Availability

We aim for high availability but cannot guarantee uninterrupted or error-free operation. Performance may be affected by:

- Cloud-infrastructure outages
- Third-party AI/OCR disruptions
- Network or device issues beyond our control

Scheduled or emergency maintenance may occur without prior notice.

## 11. Exports and Portability

Instructors and institutions may export grading results in formats such as CSV, Excel, or PDF. Exports may contain Student Data and must be handled in compliance with institutional privacy policies.

## 12. Security

We maintain reasonable and appropriate security measures, including:

- TLS/HTTPS encryption
- Encrypted databases and Blob Storage
- Role-based access control via Azure AD
- Structured audit logging

No system is completely secure; we cannot guarantee absolute protection against breaches.

## 13. Subscription Terms and Payment

- Paid subscriptions follow pricing and limits defined in separate order forms or agreements.
- Free trials may restrict number of assignments, sessions, or users.
- We may update pricing or tiers with reasonable prior notice.
- Non-payment may result in suspension or termination.

## 14. Limitation of Liability

To the maximum extent permitted by law:

- GradeBot is provided “**as is**” and “**as available**.”
- We disclaim all implied warranties, including merchantability and fitness for a particular purpose.
- Our total liability is limited to the **fees paid in the six (6) months** before the claim.
- We are not liable for indirect, incidental, consequential, or punitive damages, including data loss or lost profits.

## 15. Termination and Suspension

We may suspend or terminate access if:

- These Terms or laws are violated
- Use poses a security or operational risk
- Payment obligations are unmet
- Directed by the sponsoring institution or law

Upon termination:

- Access is disabled
- Short-term Student Data is already deleted per Section 6
- Long-term instructor data may be retained per institutional agreements

## 16. External Links

GradeBot may include links to external websites for reference or convenience.

We are **not responsible** for their content, policies, or availability, and such links do not imply endorsement.

## 17. Governing Law

Unless otherwise specified in a written institutional agreement, these Terms are governed by the **laws of the State of California**, without regard to conflict-of-law principles.

Disputes shall be resolved in the courts of California.

## 18. Changes to These Terms

We may update these Terms periodically.

Material changes will be announced through institutional administrators or in-app notifications. Continued use after updates means you accept the revised Terms.

For questions about these Terms, subscriptions, or legal notices, contact:

 [admin@gradebot.ai](mailto:admin@gradebot.ai)

## Quick Summary (Non-Legal Overview)

Topic	What You Should Know
Using GradeBot	By using GradeBot, you agree to these Terms.
Free Trial	Grade up to 10 assignments for free. Registration required.
Your Account	Keep your login secure. You're responsible for all activity under it.
Confidentiality & Data	Uploaded assignments and rubrics are confidential; student data deleted $\leq$ 24 hrs.
Security	Data is encrypted; no analytics cookies.
Ownership	You own your uploads; we own the platform.
FERPA Compliance	GradeBot acts as a "School Official" under FERPA for institutions.
Availability	We strive for uptime but can't guarantee 100%.
Liability	Service provided "as is"; liability capped to 6-month fees.
External Links	We're not responsible for third-party sites.
Updates	We may change Terms with notice.
Contact	Email <a href="mailto:admin@gradebot.ai">admin@gradebot.ai</a> for help or questions.