

KIPTON TERMS OF SERVICE

EREBUS LLC

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Effective Date	August 26, 2026
Notices	diamondjdev@gmail.com

NOTICE TO ALL USERS — PLEASE READ BEFORE ACCEPTING

THESE TERMS OF SERVICE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND EREBUS LLC. BY CREATING AN ACCOUNT, PURCHASING A PLAN, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

YOUR ATTENTION IS PARTICULARLY DIRECTED TO THE FOLLOWING PROVISIONS:

(a) SECTION 10 (ACADEMIC INTEGRITY), WHICH SETS FORTH REPRESENTATIONS AND COVENANTS GOVERNING WHAT YOU MAY AND MAY NOT SUBMIT TO ANY EDUCATIONAL INSTITUTION OR SCHOLARSHIP PROGRAM;

(b) SECTION 16 (DISCLAIMER OF WARRANTIES) AND SECTION 17 (LIMITATION OF LIABILITY), WHICH LIMIT THE COMPANY'S OBLIGATIONS AND LIABILITY TO YOU; AND

(c) SECTION 19 (DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH REQUIRES THAT MOST DISPUTES BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION RATHER THAN IN A COURT OF LAW AND BY WHICH YOU WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING. YOU MAY OPT OUT OF SECTION 19 WITHOUT COST OR PENALTY BY DELIVERING WRITTEN NOTICE WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 19.4.

IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT CREATE AN ACCOUNT, PURCHASE A PLAN, OR OTHERWISE ACCESS OR USE THE SERVICE.

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below. Terms defined elsewhere in this Agreement shall have the meanings there given.

1.1 "Account" means the credentialed instance of the Service established by or on behalf of a Student pursuant to Section 4.

1.2 "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

1.3 "Agreement" means these Terms of Service, together with the Privacy Policy and the AI Disclosure, each of which is incorporated herein by this reference, and each as amended from time to time in accordance with Section 24.

1.4 "AI Disclosure" means the document entitled *How Kipton Uses Artificial Intelligence*, as amended from time to time.

1.5 "AI Features" means those functions of the Service that transmit User Content to the AI Provider for processing, as enumerated in Section 5.2 and described more particularly in the AI Disclosure.

1.6 "AI Provider" means the third-party supplier of artificial intelligence inference services engaged by the Company from time to time.

1.7 "Application Season" means the period commencing August 1 of a given calendar year and concluding March 31 of the immediately following calendar year.

1.8 "Company", "Kipton", "we", "us" and "our" mean Erebus LLC, an Arkansas limited liability company.

1.9 "Effective Date" means the date first set forth in the header of this Agreement.

1.10 "Fees" means all amounts payable by a Purchaser in respect of a Plan, exclusive of Taxes.

1.11 "Free Plan" means the no-charge tier of the Service described in Section 6.1.

1.12 "Monthly Plan" means the recurring, automatically renewing subscription tier described in Sections 6.1 and 7.

1.13 "Party" means the Company or the User, as the context requires, and **"Parties"** means both of them collectively.

1.14 "Plan" means the Free Plan, the Monthly Plan, or the Season Pass, as applicable.

1.15 "Privacy Policy" means the document entitled *Kipton Privacy Policy*, as amended from time to time.

1.16 "Purchaser" means the natural person of eighteen (18) years of age or older who acquires a paid Plan for the benefit of a Student. Where a Student has attained the age of eighteen (18) years, such Student may serve as their own Purchaser.

1.17 "Season Pass" means the non-recurring, term-limited Plan described in Sections 6.1 and 6.3.

1.18 "Service" means the Kipton software-as-a-service platform, including all websites, applications, features, functionality, documentation, and content made available by the Company thereunder.

1.19 "Student" means the natural person in whose name an Account is held and who accesses the Service thereunder.

1.20 "Taxes" means all sales, use, value-added, excise, and similar taxes, duties, levies, and assessments imposed by any governmental authority in respect of the Fees, excluding taxes imposed upon the Company's net income.

1.21 "User", "you" and "your" mean, collectively and individually as the context requires, each Student and each Purchaser.

1.22 "User Content" means all text, data, materials, and other information submitted, uploaded, generated, or otherwise transmitted to the Service by or on behalf of a User, including without limitation essays, drafts, profile information, chat messages, notes, college lists, and application tasks.

2. ACCEPTANCE AND FORMATION OF THE AGREEMENT

2.1 Parties. This Agreement is entered into by and between the Company and each User. A single natural person may occupy both the role of Student and the role of Purchaser, in which case this Agreement shall bind such person in both capacities.

2.2 Acceptance by a Student. A Student manifests assent to, and becomes bound by, this Agreement upon creation of an Account.

2.3 Acceptance by a Purchaser. A Purchaser manifests assent to, and becomes bound by, this Agreement in its entirety — and not merely those provisions pertaining to Fees, billing, and renewal — upon completion of a purchase transaction.

2.4 Parental Representation. Where the Student for whose benefit a Plan is purchased has not attained the age of eighteen (18) years, the Purchaser further represents and warrants that such Purchaser (a) is the parent or legal guardian of the Student, or is otherwise lawfully authorized to act on the Student's behalf, and (b) consents to the Student's access to and use of the Service.

2.5 No Assent, No Access. Any person who does not agree to be bound by this Agreement is not authorized to access or use the Service and must refrain from doing so.

3. ELIGIBILITY

3.1 Minimum Age. The Service is not directed to, designed for, or intended for use by children under thirteen (13) years of age. No person under the age of thirteen (13) may create an Account or otherwise use the Service. The Company shall close and delete any Account that it learns, or reasonably believes, is held by a person under the age of thirteen (13).

3.2 Minors Aged Thirteen to Seventeen. A Student who has attained the age of thirteen (13) but has not attained the age of eighteen (18) may use the Service only with the permission of such Student's parent or legal guardian. By creating an Account, such Student represents and warrants that such permission has been obtained and remains in effect.

3.3 Withdrawal of Parental Permission. Any parent or legal guardian who has not granted, or who wishes to withdraw, the permission described in Section 3.2 may notify the Company at diamondjdev@gmail.com, whereupon the Company shall close the applicable Account and delete the User Content associated therewith.

3.4 Purchaser Capacity. A Purchaser must have attained the age of eighteen (18) years and must possess the legal capacity to enter into a binding contract. No Student under the age of eighteen (18) may purchase a Plan.

3.5 Territorial Restriction. The Service is offered solely within, and is intended solely for use within, the United States of America. The Company does not offer, market, target, or knowingly make the Service available in any other jurisdiction, and the Company's operational, contractual, and data practices are constructed by reference to the laws of the United States. By accessing or using the Service, you represent and warrant that you are located within the United States. Any person who accesses the Service from outside the United States does so upon their own initiative and at their sole risk, and is solely responsible for compliance with all applicable local law.

4. ACCOUNTS AND CREDENTIALS

4.1 Registration. Establishment of an Account requires a valid electronic mail address and a password selected by the Student.

4.2 Safeguarding of Credentials. You shall maintain the confidentiality of your Account credentials and shall not disclose them to any third party. You acknowledge that any person in possession of your password may access the entirety of your User Content, including your essays and your profile.

4.3 Responsibility for Account Activity. You are solely responsible for all activity occurring under your Account, whether or not authorized by you. You shall notify the Company at diamondjdev@gmail.com promptly upon becoming aware of any actual or suspected unauthorized access to your Account.

4.4 Concurrent Sessions. The Service permits one (1) authenticated session per Account at any given time. Authentication of a new session shall terminate all prior sessions associated with that Account.

5. DESCRIPTION OF THE SERVICE

5.1 Generally. The Service furnishes tools by which a Student may organize, track, and develop materials relating to such Student's applications for admission to institutions of higher education.

5.2 Functionality. As of the Effective Date, the Service comprises the following functions:

(a) an essay editor incorporating an artificial-intelligence assistant that furnishes commentary upon text authored by the Student;

(b) **Evaluate**, which assigns scores to a draft across several dimensions and enumerates identified strengths and areas for improvement;

(c) **Metrics**, which assigns to each sentence of a draft a score reflecting the model's assessment of reader engagement;

(d) a brag-sheet generator, which composes from the activities and honors recorded in the Student's profile a summary suitable for delivery to an instructor preparing a letter of recommendation;

(e) a college list and an application board for the tracking of institutions, requirements, and deadlines; and

(f) a student profile from which the AI Features draw context.

The functions enumerated in clauses (a) through (d) constitute the AI Features. The functions enumerated in clauses (e) and (f) do not themselves transmit User Content to the AI Provider except as described in the Privacy Policy and the AI Disclosure.

5.3 Evolution of the Service. The Company reserves the right to add, modify, suspend, or discontinue any function of the Service in accordance with Section 14.

6. PLANS, FEES AND TAXES

6.1 Plans and Fees. The Company offers the following Plans:

PLAN	FEE	ENTITLEMENTS
Free Plan	No charge	One (1) college; three (3) saved essays; and, per calendar month, twenty (20) AI chat messages, one (1) Evaluate execution, and one (1) Metrics execution
Monthly Plan	US \$18.00 per month, renewing automatically until cancelled	All functionality of the Service, without the limitations applicable to the Free Plan
Season Pass	US \$130.00, payable once; does not renew	All functionality of the Service, without the limitations applicable to the Free Plan, for the term specified in Section 6.3

6.2 Parity of Entitlements. The Monthly Plan and the Season Pass confer identical functional entitlements. Such Plans are distinguished solely by the manner of payment and by the duration of access. Free Plan allowances reset upon the first day of each calendar month.

6.3 Term of the Season Pass.

(a) A Season Pass shall run through March 31st, concluding the Application Season in which it was purchased, irrespective of the date of purchase within that Application Season.

(b) A Season Pass purchased on or after April 1 and on or before July 31 shall run through March 31 of the following calendar year.

(c) **Minimum Term.** Notwithstanding clauses (a) and (b) above, in the event that fewer than sixty (60) days remain before the applicable March 31 as of the date of purchase, the Season Pass shall instead run for a period of sixty (60) days commencing upon the date of purchase. In no circumstance shall a Season Pass confer a term of less than sixty (60) days.

(d) A Season Pass does not renew, automatically or otherwise, and the Company shall not charge any further Fee in respect thereof.

6.4 Currency and Taxes. All Fees are stated and payable in United States Dollars and are exclusive of Taxes. You are responsible for all Taxes assessed in respect of your purchase.

6.5 Price Changes. The Company may modify the Fee applicable to any Plan. The Company shall provide notice of any such modification not less than seven (7) and not more than thirty (30) days prior to the date upon which such modification takes effect, and you may cancel prior to such date in accordance with Section 8.1.

6.6 Payment Processing. Fees are processed by Stripe, Inc. The Company does not receive, process, or store complete payment card numbers. Your payment card data is handled by Stripe, Inc. pursuant to its own terms of service and privacy policy, to which you are separately subject.

7. AUTOMATIC RENEWAL OF THE MONTHLY PLAN

AUTOMATIC RENEWAL TERMS — DISCLOSURE THE MONTHLY PLAN IS AN AUTOMATICALLY RENEWING SUBSCRIPTION. THE COMPANY WILL CHARGE YOUR DESIGNATED PAYMENT METHOD US \$18.00 EACH MONTH, UPON THE SAME DAY OF THE MONTH AS THE DATE OF YOUR INITIAL SUBSCRIPTION, ON A CONTINUING BASIS AND WITHOUT FURTHER AUTHORIZATION, UNTIL YOU CANCEL. THE SUBSCRIPTION HAS NO FIXED END DATE. YOU MAY CANCEL AT ANY TIME, WITHOUT CHARGE OR PENALTY, THROUGH YOUR ACCOUNT SETTINGS, WITHOUT TELEPHONING OR CORRESPONDING WITH ANY PERSON.

7.1 Renewal Charges. The Company shall charge the Fee of US \$18.00 per month to the payment method designated by the Purchaser, upon the monthly anniversary of the date of initial subscription, until such time as the Monthly Plan is cancelled in accordance with Section 8.1.

7.2 Indefinite Term. The Monthly Plan shall continue in effect until cancelled. No fixed expiration date applies.

7.3 Right of Cancellation. The Purchaser may cancel the Monthly Plan at any time, by electronic means, through the Account settings interface, without any requirement to telephone, correspond with, or await response from any representative of the Company. The provisions of Section 8.1 govern the mechanics and effect of cancellation.

7.4 Affirmative Consent. The Company shall obtain the Purchaser's affirmative consent to the automatic renewal terms set forth in this Section 7 separately from, and prior to, the initial charge, and shall maintain a record of such consent.

7.5 Post-Transaction Acknowledgment. Following subscription, the Company shall transmit to the Purchaser an acknowledgment, in a form capable of being retained, setting forth the automatic renewal terms, the cancellation policy, and the procedure by which cancellation may be effected.

7.6 Periodic Reminder. The Company shall transmit to the Purchaser, not less frequently than once in each twelve (12) month period, a reminder identifying the Plan, the Fee, the frequency of renewal, and the procedure by which cancellation may be effected.

7.7 Notice of Fee Changes. The Company shall provide not less than seven (7) and not more than thirty (30) days' advance notice of any change to the Fee, including any change to which the Purchaser previously consented.

7.8 Migration from the Free Plan. Where a User transitions from the Free Plan to a paid Plan, the provisions of this Section 7 apply from and after the initial charge.

8. CANCELLATION AND REFUNDS

8.1 Cancellation of the Monthly Plan.

(a) **Mechanism.** The Purchaser may cancel the Monthly Plan at any time through the Account settings interface, being the same medium and the same manner by which the subscription was initiated. The Company shall not condition cancellation upon a telephone call, upon correspondence, or upon any waiting period.

(b) **Retention Offers.** In the event that the Company presents a discount, alternative Plan, or other retention offer during the cancellation process, the Company shall concurrently and in the same location display a conspicuous option by which the Purchaser may complete the cancellation without accepting such offer.

(c) **Effect.** Cancellation terminates all future charges. Access to the paid entitlements shall continue through the conclusion of the period for which payment has already been rendered.

8.2 Cancellation by Account Deletion. Deletion of an Account operates as a cancellation of any Plan then in effect. Where a User deletes an Account during an active paid Plan, the Company shall cancel the Plan prior to deletion, and no further charge shall be assessed. The Company shall not effect deletion of an Account where it is unable to first cancel the associated Plan; in such circumstance the Company shall notify the User to attempt deletion again at a later time. No refund shall issue in respect of payments already rendered where cancellation arises by operation of this Section 8.2, such deletion having been elected by the User.

8.3 Refund of the Season Pass. A Purchaser may obtain a full refund of the US \$130.00 Season Pass Fee by submitting a request to diamondjdev@gmail.com within fourteen (14) days following the date of purchase, irrespective of the extent to which the Service has been used during such period. Following the expiration of such fourteen (14) day period, the Season Pass is non-refundable.

8.4 Non-Refundability of the Monthly Plan. Fees paid in respect of the Monthly Plan, including Fees attributable to partial months, are non-refundable. The Purchaser's remedy is cancellation pursuant to Section 8.1, which terminates all future charges.

8.5 Billing Inquiries. Requests for refunds and all other billing inquiries shall be directed to diamondjdev@gmail.com.

9. NATURE AND LIMITATIONS OF THE SERVICE

9.1 Incorporation of the AI Disclosure. The Service employs artificial intelligence. The AI Disclosure describes the manner of such employment and forms an integral part of this Agreement.

9.2 Fallibility of Output. YOU ACKNOWLEDGE AND AGREE THAT OUTPUT GENERATED BY THE AI FEATURES — INCLUDING COMMENTARY, SCORES, AND GENERATED TEXT — MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR OTHERWISE UNSOUND. NUMERICAL SCORES REPRESENT A MODEL'S SUBJECTIVE ASSESSMENT AND DO NOT CONSTITUTE MEASUREMENT AGAINST ANY OBJECTIVE SCALE; IDENTICAL INPUT MAY YIELD DIFFERENT SCORES UPON SUCCESSIVE EXECUTIONS. YOU SHALL EXERCISE INDEPENDENT JUDGMENT AND SHALL VERIFY ALL MATERIAL INFORMATION — PARTICULARLY DEADLINES, REQUIREMENTS, AND ESSAY PROMPTS — AGAINST THE OFFICIAL PUBLICATIONS OF THE RELEVANT INSTITUTION.

9.3 No Prediction of Admissions Outcomes. The Service does not predict, forecast, estimate, or assign any probability to any admissions determination. No output of the Service constitutes a prediction of whether any User will be admitted to any institution, and no score constitutes a likelihood of admission. The Company does not offer such functionality.

9.4 No Advisory Relationship. THE SERVICE IS NOT A SUBSTITUTE FOR A SCHOOL COUNSELOR, AN INDEPENDENT EDUCATIONAL CONSULTANT, OR ANY LICENSED OR CREDENTIALLED PROFESSIONAL. THE COMPANY DOES NOT PROVIDE, AND THE SERVICE DOES NOT CONSTITUTE, EDUCATIONAL, FINANCIAL, LEGAL, MEDICAL, PSYCHOLOGICAL, OR OTHER PROFESSIONAL ADVICE. NO FIDUCIARY, ADVISORY, OR PROFESSIONAL RELATIONSHIP IS CREATED BY THIS AGREEMENT OR BY USE OF THE SERVICE.

9.5 No Crisis or Mental Health Service.

THE SERVICE IS NOT A MENTAL HEALTH SERVICE, A CRISIS INTERVENTION SERVICE, OR AN EMERGENCY SERVICE, AND MUST NOT BE RELIED UPON TO IDENTIFY, ASSESS, OR RESPOND TO ANY EMERGENCY OR CRISIS. THE COMPANY ACKNOWLEDGES THAT APPLICATION ESSAYS FREQUENTLY CONCERN SERIOUS PERSONAL HARDSHIP; THE SERVICE NONETHELESS PROCESSES SUCH MATERIAL SOLELY AS WRITING. ANY USER EXPERIENCING DISTRESS OR CRISIS SHOULD CONTACT A TRUSTED ADULT OR A CRISIS SERVICE. WITHIN THE UNITED STATES, THE SUICIDE & CRISIS LIFELINE MAY BE REACHED BY CALLING OR TEXTING 988.

10. ACADEMIC INTEGRITY

10.1 Design Intent. The Service is designed to furnish commentary upon, rather than to compose, User Content. The artificial-intelligence assistant is instructed in each request never to author a User's essay.

10.2 Limitation of Design Intent. THE COMPANY DOES NOT AND CANNOT WARRANT THAT THE MODEL WILL IN ALL INSTANCES ADHERE TO THE INSTRUCTION DESCRIBED IN SECTION 10.1. LARGE LANGUAGE MODELS MAY PRODUCE EXEMPLARY SENTENCES OR SUGGESTED PHRASING NOTWITHSTANDING INSTRUCTIONS TO THE CONTRARY. THE COMPANY UNDERTAKES REASONABLE MEASURES TO PREVENT SUCH OCCURRENCES BUT MAKES NO WARRANTY OF THEIR ABSENCE.

10.3 Representations and Covenants. As a material inducement to the Company's provision of the Service, you hereby represent, warrant, and covenant that:

(a) any work product submitted by you to any college, university, scholarship program, or other institution is and shall be your own original work;

(b) you shall observe the artificial-intelligence policy of each institution to which you apply, such policies varying among institutions, being subject to frequent amendment, and constituting the rules of such institutions rather than of the Company, and it being your sole responsibility to ascertain and comply with them; and

(c) you shall not submit output of the Service as your own original composition.

10.4 Enforcement. The Company may suspend or terminate any Account that the Company reasonably believes to be used in contravention of this Section 10, in accordance with Section 15.

10.5 Guidance. Where a User is uncertain whether particular work product prepared with the assistance of the Service comports with the requirements of this Section 10, the prudent course is to compose such work product anew in the User's own words.

11. USER CONTENT; LICENSE; INTELLECTUAL PROPERTY

11.1 Ownership of User Content. As between the Parties, all right, title, and interest in and to User Content, including all intellectual property rights therein, remain vested in the User. Nothing in this Agreement operates to transfer ownership of User Content to the Company.

11.2 License Grant. You hereby grant to the Company a limited, non-exclusive, royalty-free, worldwide, revocable license to host, store, reproduce, display, transmit, and otherwise process User Content, and to transmit such portions of User Content to the AI Provider as are necessary to deliver the functions you have invoked. Such license is granted solely for the purpose of providing the Service to you and terminates automatically upon your deletion of the applicable User Content or of your Account.

11.3 Negative Covenants of the Company. The Company shall not (a) sell User Content; (b) publish User Content; (c) disclose User Content to any college, university, scholarship program, or other educational institution; or (d) use User Content to train, fine-tune, or otherwise develop any artificial intelligence model. The Company's AI Provider does not use User Content submitted through its application programming interface to train its models. The Privacy Policy sets forth these matters in further detail.

11.4 Feedback. Any suggestion, enhancement request, recommendation, defect report, or other feedback furnished by a User concerning the Service ("**Feedback**") is furnished without restriction. The Company may use, reproduce, modify, and exploit Feedback for any purpose, without attribution, compensation, or obligation of any kind to the User.

11.5 Company Intellectual Property. The Service, together with all software, source code, design, user interfaces, trademarks, service marks, trade names, logos, and documentation comprising or relating thereto, is and remains the exclusive property of the Company and its licensors. Except for the limited right of access expressly granted herein, no license or right in the foregoing is granted to any User, whether by implication, estoppel, or otherwise. All rights not expressly granted are reserved.

12. ACCEPTABLE USE

12.1 Prohibited Conduct. You shall not, and shall not permit or assist any third party to:

- (a) create an Account while under thirteen (13) years of age, or misrepresent your identity, age, or authority;
- (b) share your Account credentials with, or access the Account of, any other person;
- (c) upload the work product of any other person and represent it as your own;
- (d) attempt, by any means, to cause the artificial-intelligence assistant to disregard the instructions under which it operates;
- (e) use the Service for any purpose other than the preparation of your own applications for admission;
- (f) disrupt, overload, probe, scan, scrape, crawl, reverse engineer, decompile, disassemble, or attempt to gain unauthorized access to any portion of the Service or its underlying infrastructure;
- (g) resell, sublicense, rent, lease, or otherwise commercially exploit the Service, or use the Service or any output thereof to develop any product or service competitive with the Service; or
- (h) upload, transmit, or store any material that is unlawful, defamatory, harassing, abusive, or that infringes or misappropriates the rights of any person.

12.2 Reservation. Violation of this Section 12 constitutes a material breach of this Agreement and may result in suspension or termination pursuant to Section 15.

13. RETENTION AND DELETION OF USER CONTENT

13.1 Deletion at User Election. You may at any time delete individual items of User Content, or your Account in its entirety, through the interfaces provided within the Service. Deletion of particular User Content shall not operate to close your Account where the Company is able to continue providing the Service without the deleted material.

13.2 Irreversibility. DELETION OF AN ACCOUNT IS PERMANENT AND IRREVERSIBLE. It removes the associated profile, essays, chat history, artificial-intelligence outputs, brag sheet, college list, and application tasks. THE COMPANY CANNOT RECOVER DELETED MATERIAL.

13.3 End-of-Season Deletion. Where a Student's profile indicates that such Student is graduating in the then-current Application Season, the Company shall delete the Account and

all User Content associated therewith at or following the conclusion of such Application Season — ordinarily within sixty (60) days following March 31, and in practice on or about April 15. Such deletion extends to the Account itself and not merely to its contents. The Company shall transmit notice thirty (30) days and again seven (7) days in advance of such deletion, in order that the Student may export their work product or elect to retain the Account, and the Service shall furnish a setting by which such deletion may be prevented at any time up to the moment of its execution. Where a Student's profile does not indicate graduation in the then-current Application Season, this Section 13.3 shall not apply, and User Content shall be retained until deleted at the Student's election.

13.4 Inactive Accounts. Where an Account has not been authenticated for a period of eighteen (18) months, the Company shall transmit notice to the associated electronic mail address and shall delete the Account and all User Content associated therewith thirty (30) days thereafter if the Account remains unused. Authentication at any point within such thirty (30) day period shall cancel the scheduled deletion in its entirety.

13.5 Retention Exceptions. Notwithstanding the foregoing, the Company may retain information for such longer period as is required by applicable law or as is reasonably necessary to (a) maintain a record of a deletion request, (b) investigate or respond to a security incident or suspected fraud, (c) preserve the integrity, security, and availability of the Service, or (d) establish, exercise, or defend a legal claim.

14. MODIFICATION AND AVAILABILITY OF THE SERVICE; EARLY-STAGE SOFTWARE

14.1 Modification. The Company may add, modify, suspend, or discontinue any feature or function of the Service, in whole or in part, at any time and in its sole discretion.

14.2 Early-Stage Software; Acknowledgment of Risk. YOU ACKNOWLEDGE AND AGREE THAT (a) THE COMPANY IS AN EARLY-STAGE ENTERPRISE AND THE SERVICE CONSTITUTES EARLY-STAGE SOFTWARE; (b) THE SERVICE MAY CONTAIN DEFECTS, ERRORS, AND INTERRUPTIONS AND MAY BE UNAVAILABLE FROM TIME TO TIME WITHOUT NOTICE; (c) THE COMPANY'S INFRASTRUCTURE DOES NOT AS OF THE EFFECTIVE DATE INCLUDE LONG-TERM BACKUP FACILITIES; AND (d) USER CONTENT MAY BE LOST, CORRUPTED, OR RENDERED UNRECOVERABLE.

14.3 User Responsibility for Retention of Copies. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN COPIES OF ANY USER CONTENT OF VALUE TO YOU. THE SERVICE PROVIDES AN EXPORT FACILITY, WHICH YOU MAY INVOKE AT ANY TIME. THE COMPANY MAKES NO WARRANTY THAT USER CONTENT WILL BE PRESERVED AND, SUBJECT TO SECTION 17.3, SHALL HAVE NO LIABILITY FOR ANY LOSS, CORRUPTION, OR DESTRUCTION OF USER CONTENT.

15. SUSPENSION AND TERMINATION

15.1 Termination by the User. You may cease using the Service and delete your Account at any time.

15.2 Suspension or Termination by the Company. The Company may suspend or terminate your access to the Service, in whole or in part, where (a) you have materially breached this Agreement; (b) the Company reasonably believes you to be under thirteen (13) years of age; or (c) the Company ceases to offer the Service.

15.3 Discontinuation of the Service. In the event that the Company elects to discontinue the Service in its entirety, it shall furnish reasonable advance notice and a reasonable opportunity for Users to export their User Content.

15.4 Refund Upon Company-Initiated Termination. Where the Company terminates a paid Plan for a reason not attributable to the User's act or omission, the Company shall refund the unused portion of the Fee, calculated on a pro rata basis.

15.5 Exclusions from Section 15.4. For the avoidance of doubt, the scheduled deletions provided for in Sections 13.3 and 13.4 do not constitute terminations by the Company within the meaning of Section 15.4 and carry no entitlement to refund, the User having in each case received advance notice and having been afforded a means of preventing such deletion:

(a) **End-of-Season Deletion.** Notice is furnished thirty (30) days and seven (7) days in advance, and a preventive setting remains available up to the moment of execution — approximately two (2) weeks following the conclusion of the User's access period.

(b) **Inactivity Deletion.** Notice is furnished, and a period of thirty (30) days is afforded, during which a single authentication cancels the deletion entirely.

In each case the Company shall cancel any Plan then in effect prior to deletion, and no further Fee shall be assessed. Where the Company instead closes an Account upon its own initiative — including where it believes the Account holder to be under thirteen (13) years of age — such closure constitutes a termination within the meaning of Section 15.4 and the unused portion of the Fee shall be refunded.

15.6 Effect of Termination. Upon termination, all rights granted to you hereunder shall immediately cease. Sections surviving termination are identified in Section 25.

16. DISCLAIMER OF WARRANTIES

16.1 THE SERVICE, INCLUDING ALL CONTENT, OUTPUT, AND FUNCTIONALITY MADE AVAILABLE THEREBY, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

16.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

16.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT (a) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) ANY DEFECT WILL BE CORRECTED; (c) THE SERVICE OR THE SERVERS MAKING IT AVAILABLE ARE FREE OF HARMFUL COMPONENTS; (d) ANY OUTPUT OF THE AI FEATURES WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT, OR USEFUL; OR (e) USE OF THE SERVICE WILL IMPROVE ANY USER'S APPLICATION MATERIALS, ADMISSIONS PROSPECTS, OR ADMISSIONS OUTCOMES.

16.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY A USER FROM THE COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

16.5 CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, CERTAIN OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MAY POSSESS ADDITIONAL RIGHTS UNDER THE LAW OF YOUR JURISDICTION.

17. LIMITATION OF LIABILITY

17.1 EXCLUSION OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, OR ANY ADMISSIONS OUTCOME, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 GENERAL CAP. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE COMPANY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (a) THE AGGREGATE AMOUNT PAID BY YOU TO THE COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (b) ONE HUNDRED UNITED STATES DOLLARS (US \$100.00).

17.3 EXCEPTIONS. THE LIMITATIONS SET FORTH IN THIS SECTION 17 SHALL NOT APPLY TO (a) THE COMPANY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (b) ANY LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

17.4 ESSENTIAL BASIS. THE LIMITATIONS SET FORTH IN THIS SECTION 17 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND CONSTITUTE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FEES REFLECT SUCH ALLOCATION OF RISK.

17.5 JURISDICTIONAL VARIATION. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. ACCORDINGLY, CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

18. INDEMNIFICATION

18.1 Indemnity. Each Purchaser, and each Student who has attained the age of eighteen (18) years, shall defend, indemnify, and hold harmless the Company and its members, managers, officers, employees, agents, and Affiliates from and against any and all third-party claims, demands, actions, proceedings, losses, damages, liabilities, penalties, and reasonable costs and expenses (including reasonable attorneys' fees) arising out of or relating to (a) misuse of the Service through the indemnifying party's Account; (b) breach of this Agreement; or (c) infringement or misappropriation of the rights of any third party.

18.2 Exclusion for Minors. This Section 18 shall not apply to, and shall impose no obligation upon, any Student who has not attained the age of eighteen (18) years.

18.3 Procedure. The Company shall provide prompt written notice of any claim for which indemnity is sought, shall permit the indemnifying party to control the defense thereof with counsel reasonably acceptable to the Company, and shall provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner imposing any obligation or admission upon the Company without the Company's prior written consent.

19. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION 19 CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT REQUIRES THAT MOST DISPUTES BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU MAY OPT OUT OF THIS SECTION 19 WITHOUT COST OR PENALTY IN ACCORDANCE WITH SECTION 19.4.

19.1 Informal Resolution — Condition Precedent. As a condition precedent to the commencement of any arbitration or judicial proceeding, the aggrieved Party shall provide written notice of the dispute to the other Party and shall afford a period of thirty (30) days within which the Parties may endeavor to resolve the matter informally. Notice to the Company shall be delivered to diamondjdev@gmail.com and shall describe the nature of the dispute and the relief sought.

19.2 Agreement to Arbitrate. Except as otherwise provided in Sections 19.5 and 19.7, any dispute, claim, or controversy arising out of or relating to this Agreement, the Service, or the relationship between the Parties — including questions concerning the existence, scope, validity, enforceability, or interpretation of this Section 19 — shall be resolved exclusively by **binding individual arbitration** administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules then in effect, and not in a court of law.

19.3 Federal Arbitration Act. This Section 19 evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, shall govern the interpretation and enforcement of this Section 19.

19.4 Right to Opt Out. You are not required to agree to arbitration. You may opt out of this Section 19 by delivering written notice to diamondjdev@gmail.com bearing the subject line "**Arbitration Opt-Out**" and stating the electronic mail address associated with your Account, such notice to be delivered within thirty (30) days following your first acceptance of this Agreement. Upon timely delivery of such notice, this Section 19 shall be of no force or effect as to you. Opting out is free of charge and shall not affect your Account or your use of the Service in any respect.

19.5 Small Claims. Either Party may bring an individual claim qualifying under the jurisdictional limits of a small claims court in a court of competent jurisdiction in lieu of arbitration. Nothing in this Section 19 abrogates that right.

19.6 Class Action Waiver. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES ABSENT THE WRITTEN CONSENT OF ALL PARTIES. In the event that this Section 19.6 is held unenforceable as to any particular claim, such claim shall proceed in a court of competent jurisdiction, and the remainder of this Section 19 shall continue in full force and effect as to all other claims.

19.7 Injunctive and Intellectual Property Relief. Either Party may seek injunctive or other equitable relief, or relief for the protection of intellectual property rights, in a court of competent jurisdiction, and the seeking of such relief shall not constitute a waiver of the agreement to arbitrate.

19.8 Costs of Arbitration. In respect of any claim seeking relief of ten thousand United States Dollars (US \$10,000.00) or less, the Company shall pay all filing and administrative fees of the AAA, save for an initial filing fee equal to the amount that a court of competent jurisdiction would charge to commence a comparable action. The Parties intend that no User shall be placed in a worse financial position by arbitrating a claim of such magnitude than by litigating it.

19.9 Coordinated Claims; Batching and Bellwether Procedure. (a) In the event that ten (10) or more substantially similar claims are asserted against the Company by, or with the coordinated assistance of, the same counsel or coordinated group of counsel, the AAA's mass-arbitration, multiple-case-filing, or batching procedures then in effect shall apply to all such claims. (b) Prior to the individual administration of any such claim, counsel for the claimants and the Company shall each designate five (5) claims to proceed first as bellwether arbitrations, which ten (10) proceedings shall be administered and determined before any remaining claim is administered. (c) All remaining claims shall be stayed pending the conclusion of the bellwether proceedings, and no filing or administrative fee shall be assessed against either Party in respect of a stayed claim during such stay. (d) Any applicable statute of limitations, and any contractual limitations period, shall be tolled as to each stayed claim from the date such claim is submitted to the AAA until the stay is lifted. (e) Upon the conclusion of the bellwether proceedings the Parties shall confer in good faith regarding the resolution of the remaining claims; failing such resolution, the remaining claims shall proceed in successive batches of not more than ten (10), in the order in which they were submitted.

19.10 Severability of This Section. Except as provided in Section 19.6, if any provision of this Section 19 is held invalid or unenforceable, such provision shall be severed and the remainder of this Section 19 shall continue in full force and effect.

20. GOVERNING LAW AND VENUE

20.1 Governing Law. This Agreement, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict-of-laws principles, save that the Federal Arbitration Act shall govern Section 19.

20.2 Venue. In respect of any matter not subject to arbitration under Section 19, the Parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Washington County, Arkansas, and each Party waives any objection to such jurisdiction or venue on grounds of inconvenient forum or otherwise.

20.3 Mandatory Consumer Protections Preserved. Nothing in Sections 20.1 or 20.2 shall operate to deprive any User of the protection of any mandatory provision of the consumer protection law of the jurisdiction of such User's residence that cannot be derogated from by agreement.

21. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations hereunder (excluding any obligation to pay Fees already accrued) to the extent that such failure or delay is caused by any circumstance beyond such Party's reasonable control, including without limitation acts of God, natural disaster, fire, flood, severe weather, epidemic or pandemic, war, terrorism, civil unrest, governmental action or order, labor dispute, failure or degradation of any third-party service provider, telecommunications or internet service failure, power failure, cyberattack, or denial-of-service attack. The affected Party shall use commercially reasonable efforts to resume performance as promptly as practicable. In the event that such circumstance continues for a period exceeding thirty (30) consecutive days and materially deprives a Purchaser of the benefit of a paid Plan, such Purchaser may terminate the Plan and receive a pro rata refund of the unused portion of the Fee as its sole and exclusive remedy.

22. NOTICES

22.1 Notice to the Company. All notices to the Company under this Agreement shall be given in writing by electronic mail to diamondjdev@gmail.com and shall be deemed given upon the Company's confirmation of receipt or, absent such confirmation, upon the expiration of three (3) business days following transmission, provided no delivery failure notification is received.

22.2 Notice to the User. All notices to a User shall be given by electronic mail to the address associated with the Account, or by conspicuous posting within the Service, and shall be deemed given upon transmission or posting, as applicable. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING A CURRENT AND FUNCTIONING ELECTRONIC MAIL ADDRESS UPON

YOUR ACCOUNT. Failure to receive a notice by reason of an outdated, non-functioning, or filtered electronic mail address shall not affect the validity of such notice.

22.3 Language. All notices shall be given in the English language.

23. CONSENT TO ELECTRONIC RECORDS AND SIGNATURES

23.1 Consent. You consent to the receipt of all communications, agreements, notices, disclosures, and records relating to this Agreement and the Service in electronic form, and you agree that such electronic delivery satisfies any legal requirement that such communications be in writing.

23.2 Electronic Signature. You agree that your affirmative electronic act — including clicking a button denoting assent, checking a box, or creating an Account — constitutes your electronic signature and manifests your intent to be bound to the same extent as a handwritten signature, in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.*, and the Arkansas Uniform Electronic Transactions Act.

23.3 Hardware and Software Requirements. To access and retain electronic records you require a device with internet access, a current web browser, a valid electronic mail account, and the capability to store or print documents in HTML or PDF format.

23.4 Withdrawal of Consent. You may withdraw your consent to electronic delivery by written notice to diamondjdev@gmail.com. Because the Service is furnished exclusively by electronic means, withdrawal of such consent will result in termination of your Account, and any unused portion of a paid Plan shall be refunded on a pro rata basis in accordance with Section 15.4.

24. MODIFICATION OF THESE TERMS

24.1 Right to Amend. The Company may amend this Agreement from time to time.

24.2 Notice of Material Amendments. Where an amendment is material, the Company shall provide notice by electronic mail or by conspicuous posting within the Service prior to the effective date of such amendment, and shall update the version identifier and effective date in the header hereof.

24.3 Acceptance by Continued Use. Continued access to or use of the Service following the effective date of an amendment constitutes acceptance of the amended Agreement. A User who does not accept an amendment must cease use of the Service and delete their Account.

24.4 Amendments to Section 19. No amendment to Section 19 shall apply retroactively to any dispute of which the Company had actual notice prior to the effective date of such amendment.

25. SURVIVAL

The following provisions shall survive any expiration or termination of this Agreement, together with any other provision that by its nature is intended to survive: Section 1 (Definitions); Section 8 (Cancellation and Refunds), as to accrued rights; Section 9 (Nature and Limitations of the Service); Section 10 (Academic Integrity); Section 11 (User Content; License; Intellectual Property), excluding the license granted at Section 11.2, which terminates as provided therein; Section 13.5 (Retention Exceptions); Section 14.3 (User Responsibility for Retention of Copies); Section 15.6 (Effect of Termination); Section 16 (Disclaimer of Warranties); Section 17 (Limitation of Liability); Section 18 (Indemnification); Section 19 (Dispute Resolution); Section 20 (Governing Law and Venue); Section 22 (Notices); Section 25 (Survival); and Section 26 (General Provisions).

26. GENERAL PROVISIONS

26.1 Entire Agreement. This Agreement, comprising these Terms of Service together with the Privacy Policy and the AI Disclosure, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, representations, and agreements, whether written or oral.

26.2 Order of Precedence. In the event of any conflict between these Terms of Service and the Privacy Policy or the AI Disclosure, these Terms of Service shall control, save that the Privacy Policy shall control with respect to the collection, use, disclosure, and retention of personal information.

26.3 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable or, if such modification is not possible, severed, and the remaining provisions shall continue in full force and effect.

26.4 No Waiver. No failure or delay by either Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise. Any waiver must be in writing and signed by the waiving Party.

26.5 Assignment. You may not assign or transfer this Agreement or your Account, in whole or in part, by operation of law or otherwise, without the Company's prior written consent, and any purported assignment in contravention hereof shall be void. The Company may assign this Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and shall provide notice to Users of any such assignment.

26.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and confers no rights upon any other person, save that the persons identified in Section 18.1 are intended third-party beneficiaries of Section 18.

26.7 Relationship of the Parties. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the Parties.

26.8 Interpretation. Section headings are for convenience only and shall not affect interpretation. The words "including", "includes", and "such as" shall be construed as if followed by "without limitation". The singular includes the plural and vice versa. No rule of construction requiring interpretation against the drafting Party shall apply to this Agreement.

26.9 Counterparts and Electronic Acceptance. This Agreement may be accepted electronically as provided in Section 23, and such acceptance shall have the same force and effect as a signed original.

27. CONTACT

Erebus LLC

Electronic mail: diamondjdev@gmail.com

Kipton Terms of Service · Version 2026-08-26 · Effective August 26, 2026 · Erebus LLC, an Arkansas limited liability company