



# Terms of Service

Last revised: **21-3-2025**

## TL;DR:

Eduface is built to support educators with **AI-powered feedback**—always under your control. By default, **we do not use your assignments or personal data for AI training**. If you want to contribute **anonymized** data to help improve our models, you can choose to opt in, but it's never required.

Your data is protected using strong **encryption** and stored **securely** on infrastructure based in the **EU** (Google Cloud and Railway). Teachers have the option to edit and approve the feedback the AI model gives to the student, and privacy remains a top priority.

Questions? We're here at [info@eduface.me](mailto:info@eduface.me).

## Definitions

**Eduface**, a trading name of Blockbook B.V. (KVK number: **89149033**), with its registered office at Langegracht 70, 2312 NV Leiden, The Netherlands, respects the privacy of its users and ensures that any personal information you provide to us is treated confidentially.

In this Terms of Service (the "Agreement"), the following terms shall have the meanings ascribed to them unless the context clearly indicates otherwise:

- **"Eduface"** refers to the entity that manages, develops, and maintains the digital platform, Eduface B.V., including but not limited to all software, databases, interfaces, linked media, user interfaces, and design specifications that collectively form the educational support platform, offered via <https://eduface.me/> or inside the integration in the chosen learning management system.
- **"User(s)"** includes individual teachers, education professionals, students, educational institutions, and any other legal or natural person who registers, accesses, or uses the Eduface platform, whether for personal, professional, academic, or commercial benefit.
- **"Content"** refers to all forms of data, information, text, graphic representations, images, audio, video, software, data compilations, and all other forms of material that can be viewed or interactively used on the platform, including but not limited to educational materials, course designs, feedback reports, practice questions, and exam materials.
- **"Your Content"** means any content, materials, data, and information, including but not limited to texts, photos, images, videos, documents, and feedback uploaded, shared, transmitted, or otherwise made available by you or on your behalf to Eduface.

# Usage Rights

Eduface grants a non-exclusive, non-transferable, and limited right to access and use the platform solely for your personal educational or professional purposes, subject to your full compliance with all terms and conditions of this Agreement. This right is conditional upon your acceptance and ongoing compliance with this Agreement. You agree not to use the platform for unlawful purposes, interfere with or disrupt the operational integrity of the platform, or attempt to access parts of the platform that are not intended for you.

# Scope of Services

- **AI-Powered Feedback Tool:** Eduface provides an AI-driven formative feedback system that enhances the learning experience. The AI model assists in generating feedback, but human oversight remains integral, as teachers always have the option to **review and edit feedback** before it is sent to students. Eduface enables the User to utilize its feedback tool and the module for creating practice questions and exams, designed to **increase efficiency** in education by supporting teachers in reducing workload and improving educational quality.
- **Development and Optimization:** Eduface continuously refines its AI models to provide more precise formative feedback on student writing assignments. This process is informed by insights gathered from avid users, pilot programs, and universities, helping us identify the most effective ways to deliver meaningful feedback. Our collaboration with educational institutions ensures that AI adapts to the evolving needs of higher education.

# Your Responsibilities

As a user of Eduface, you are responsible for all activity conducted under your user account. You agree to:

- Provide accurate and complete information when creating your account and keep it up to date.
- Keep your password and other account details secure and not share them with third parties.
- Immediately report any unauthorized access to or use of your account to Eduface.
- Comply with all applicable laws, rules, and regulations while using the platform, including but not limited to those related to copyrights, trademarks, patents, privacy, and export control.
- Refrain from engaging in activities that could damage, disable, overload, or impair the platform or the servers and networks connected to the platform.
- Treat other platform users with respect and not post Content that is defamatory, obscene, offensive, hateful, racist, sexually explicit, violent, infringing on privacy rights, or otherwise inappropriate.

# Intellectual Property

All intellectual property rights (including but not limited to copyrights, patents, trademarks, trade secrets, and database rights) in and on the Eduface platform, its associated software, and all content provided by Eduface (excluding Your Content) remain the exclusive property of Eduface and/or its licensors at all times. The use of the platform does not grant you any ownership rights or licenses to such intellectual property, other than the limited usage rights granted herein.

Furthermore, **Eduface does not use student-submitted assignments for AI training unless explicit consent is granted.** By default, **AI training is disabled for all user-generated content.** Institutions or individual users can opt in to contribute anonymized feedback data to improve AI

performance, but this is never required for service use. **Eduface ensures that no personally identifiable data is stored or utilized in any AI training process.**

## Data Protection

Eduface is committed to protecting and processing personal data in accordance with the General Data Protection Regulation (**GDPR**) and other applicable data protection laws. User data is strictly private, and Eduface does not collect uploaded assignments. However, teachers may voluntarily provide feedback on AI-generated comments, which can be used to enhance the model. This feedback is entirely **optional** and **does not include user-generated content**. Eduface is committed to protecting and processing personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. The privacy of our users and the confidentiality of their personal data are central to our services. Eduface stores all data on **Google Cloud servers** located in the **European Union** (Eemshaven, the Netherlands) and **Railway** databases in Amsterdam, ensuring **compliance with GDPR** regulations. Data at rest is encrypted using **AES-256**, and data in transit is secured via **TLS 1.2/1.3** encryption. Eduface operates under a SaaS model, meaning no physical infrastructure is managed by Eduface itself. Google Cloud provides robust security measures, including access controls, network security, and compliance with ISO 27001 standards. Any security incidents can be reported to [info@eduface.me](mailto:info@eduface.me) and will be picked up by the privacy officer of Eduface.

## Cloud infrastructure

Eduface operates as a Software-as-a-Service (**SaaS**) platform, relying on Google Cloud and Railway for secured data storage and processing. Google Cloud and Railway implement industry-standard security measures, including data isolation, identity access management, and regular security audits. No customer data is shared with third parties, and all data processing is compliant with GDPR requirements.

## Your Content

By posting, uploading, submitting, transmitting, or making available Your Content on or through the Eduface platform, you grant Eduface a worldwide, non-exclusive, royalty-free license to use, process, adapt, modify such Content **solely** for the purposes of operating, delivering, and improving the Eduface platform and related services.

You represent and warrant that you have all rights, power, and authority necessary to grant the rights outlined in this section and that the use of Your Content by Eduface does not infringe on or violate the intellectual property rights, privacy rights, publicity rights, or any other personal or proprietary rights of third parties.

## Privacy

Protecting your personal data is of utmost importance to Eduface. Details on how we collect, use, disclose, transfer, and store user information are outlined in our separate **Privacy Policy**, which is not included in this Agreement but can be accessed on our website.

## Changes to the Agreement

Eduface reserves the right to modify or amend this Agreement at any time. Users will be notified of any material changes via email or a notification on the platform before the changes take effect. Changes become effective once published on our platform or communicated to users. Your

continued use of the platform following such notice of changes constitutes acceptance of those changes.

## **Termination**

This Agreement remains in effect until terminated by you or Eduface. You may terminate this Agreement by closing your account and ceasing to use the platform. Eduface may terminate this Agreement at any time and for any reason, including, but not limited to, a breach of any provision of this Agreement.

## **Indemnification**

You agree to indemnify and hold Eduface, its officers, directors, and employees harmless from and against all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising from your access to or use of the platform, Your Content, or your violation of this Agreement.

## **Limitation of Liability**

Eduface strives to provide accurate and reliable AI-generated feedback. However, as with any AI system, occasional inaccuracies or biases may occur. The platform ensures transparency by displaying the reasoning behind AI-generated feedback along with relevant data sources. Teachers are encouraged to review feedback before sharing it with students to ensure appropriateness. Eduface and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses resulting from:

- Your access to or inability to access the platform;
- Any third-party content on the platform;
- Any content obtained from the platform; or
- Unauthorized access, use, or alteration of your transmissions or content.

## **Governing Law and Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands. Any disputes arising from or related to this Agreement shall be submitted to the competent courts in the Netherlands or, where applicable, to a competent court in another jurisdiction as mutually agreed upon by the parties involved.

## **General Provisions**

This Agreement constitutes the entire agreement between you and Eduface regarding its subject matter and supersedes all prior agreements or understandings. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

# Contact

For any questions or comments regarding this Agreement, you may contact Eduface at [info@eduface.me](mailto:info@eduface.me).

By accepting this Agreement, you confirm that you have read, understood, and agree to be bound by all terms and conditions contained herein.