

# Terms of Service

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## Introduction

Welcome to the Terms of Service of Maya Bialik LLC, doing business as QuestionWell, a company registered in Massachusetts, United States. This document may refer to us as "Company," "we," "us," or "our".

We operate the website [app.questionwell.ai](https://app.questionwell.ai) (which may be referred to as the "Site"), as well as any other related products and services (which we may refer to as the "Services") that refer or link to these legal terms (which we refer to as the "Terms").

By using the Services, you are agreeing to these Terms, as well as our Privacy Policy. This means that if you do not agree to the Terms, you must stop using the Services immediately. If you have any questions, please reach out to [maya@questionwell.ai](mailto:maya@questionwell.ai).

## Data Privacy and Protection

We are committed to keeping data secure. We do not collect any student data at all. We do not collect any data in general that we do not use in order to provide you with access to the Site or improve your experience and those of other teachers that use the Site. All data that we do have (your name and email, and your actions on the site such as which questions you select), we store securely, at rest and in transit, and we do not sell it to anyone. For the current privacy policy, including a description of the information we collect, how it is used, and your rights please see [www.questionwell.ai/privacy-policy](https://www.questionwell.ai/privacy-policy).

### What information do we ask you for?

To sign in, you use Microsoft or Google, which provides us with your name and email address ("Login Info"). To see what personal information you have made available, you can [check your google account](#).

### What information do we not ask you for?

We do NOT gather or use personal information about students or their parents, guardians, or families. We are Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) compliant. If you're a parent, guardian, or teacher and think a child under 16 has given us personal information without your consent, please email us at [security@questionwell.ai](mailto:security@questionwell.ai) so we can remove it.

The only personal information we do collect is the names and emails of teachers and school staff who sign up to use our services.

For details on how we follow privacy laws in the U.S. and globally, please review our [Privacy Policy](#).

### What information can you optionally provide to us?

If you'd like, you **may** to provide us with:

- A **source** for writing questions, including:
  - Text to use as a source for writing questions
  - A Youtube video link to use as a source for writing questions
  - A website URL to use as a source for writing questions
  - A file to use as a source for writing questions
- Your **preferences**:
  - Preferred Standard set and standards
  - Preferred Language
  - Preferred Reading Level
  - Preferred Question Types
- Your own questions to import
- Learning Outcomes or select Standards
- The topic of your question set

## What will we do with the information that you provide to us?

We will use the information to complete the services you request and improve the services we provide.

We will permanently delete any personal information that we receive a request to delete within a month, usually within the week. Email [security@questionwell.ai](mailto:security@questionwell.ai).

## Personal Data Ownership

QuestionWell acknowledges that all personally identifiable information (PII) about students, teachers, administrators, and parents is the property of our customers.

## What won't we do with the information we collect or that you provide to us?

We will **not** use your information **to identify you** or anyone related to you other than to confirm that you are authorized to use the services or for customer support.

For security purposes, if you're asking for support, you must use the email address that you used to sign up for the service so we can confirm your identity.

We will **not** sell or share your information to any third party.

We will **not** use your information to train large language AI models except anonymized and aggregated to improve our services. If we do that, we will not use your personal information, only information such as what context you uploaded and which questions you selected, or how you edited them.

## Intellectual Property

The Content created by QuestionWell AI, including all Questions, Learning Outcomes, Vocabulary, Text, and exported files ("Content"), can be freely used, modified, and distributed for personal, professional, or commercial purposes. However, unless otherwise specified in your Enterprise plan, if purchased, content cannot be copyrighted because this could result in a conflict if QuestionWell AI produces the same or very similar questions again in the future.

## Appropriate uses of the Services:

Do NOT:

- Use the Services in a way that breaks any laws, rules, or the policies of your organization or government.
- Use the Services to do anything harmful, misleading, threatening, harassing, inappropriate, or otherwise objectionable.
- Let another person use your account as if they were you or otherwise endanger the security of your account.
- Try to get someone else's password or account details.
- Threaten the safety of any computer network or try to break into passwords or security systems.
- Do anything that stops the Services from working properly, like overloading it or putting viruses or malware into the system.

Breaking any of these rules can lead to losing your right to use the Services.

## Third Party Services

We have a handful of partner organizations whose services we use. Details of each partnership are set forth in the privacy policy.

Our Services might have links to other websites, like YouTube videos. QuestionWell AI doesn't control what's on those websites or any updates they might make. We include these links just to make things easier for you, not because we endorse or are connected to those websites.

## Warranty disclaimer

OUR SITE IS OPERATED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT FOR OUR WEBSITE AND ANY SERVICES YOU UTILIZE THROUGH IT. WE SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR SITE, FOR SERVICES PROVIDED THROUGH OUR SITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH OUR SITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH OUR SITE. YOUR USE OF OUR SITE AND ANY

SERVICES ARE AT YOUR OWN RISK. IN NO EVENT SHALL EITHER WE OR OUR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SITE, SERVICES UTILIZED THROUGH OUR SITE, THE DELAY OR INABILITY TO USE OUR SITE OR OTHERWISE ARISING IN CONNECTION WITH OUR SITE, CONTRACTS OR RELATED SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY FOR ANY DAMAGE CLAIM EXCEED \$100.00 OR THE AMOUNT PAID BY YOU TO US FOR SERVICES GIVING RISE TO SUCH DAMAGE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT OUR SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

## Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL QUESTIONWELL AI (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOST TIME, LOSS OF DATA, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO QUESTIONWELL AI IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## Indemnification and Hold Harmless

You agree to indemnify, defend, and hold harmless QuestionWell AI, its officers, directors, employees, agents, and third parties from and against any and all claims, losses, costs, obligations, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to your use of the Site and Services, including any prohibited use of the Services. QuestionWell AI reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with QuestionWell AI in asserting any available defenses.

## Acknowledgement for state school systems

If you are agreeing to these Terms on behalf of a state school or institution, QuestionWell AI acknowledges that mandatory state law may limit or supersede certain terms and conditions. In such cases, state law will take precedence over any conflicting provisions of these Terms.

## Governing Law

These Terms are governed by the laws of the State of Massachusetts, USA, disregarding any conflict of laws provisions. Federal laws, such as the Federal Arbitration Act, remain applicable.

## Resolving Disputes

Disagreements or claims related to these Terms will be resolved not in court, but through arbitration led by the American Arbitration Association, and if necessary, the International Centre for Dispute Resolution following their current Consumer Arbitration Rules (see [www.adr.org](http://www.adr.org) for details). This means:

- You and we both agree to give up the right to a trial by jury.
- You and we both also waive the right to proceed in any class action or representative manner; instead, disputes will be resolved on an individual basis by a qualified arbitrator.

The arbitration process will primarily involve the exchange of documents, without the need for in-person or oral hearings unless the arbitrator determines such a meeting is necessary. The arbitrator, or any court upholding an award, is strictly prohibited from granting punitive or other forms of damages not directly tied to the actual damages incurred by the winning party, except where statute mandates. Furthermore, the arbitrator is barred from granting consequential damages in any arbitration initiated under these terms.

To maintain confidentiality, no part of the arbitration proceedings, including the existence, content, or outcomes, can be disclosed without the prior written consent of both involved parties.

## Contact Us

Feel free to contact us by email at [security@questionwell.ai](mailto:security@questionwell.ai) or by writing to us at 30 Lake st #3 Somerville, MA 02143 USA

