

Mark AI: Privacy Policy

Effective Date: January 08, 2025

This Privacy Policy explains how Mark AI (operated by Mark AI Systems, based in Delaware, U.S.A) collects, uses, stores, protects, and discloses information from and about users of our Intelligent Pedagogical Operating System (IPOS), including students, educators, authors, and administrators (collectively, "Users" or "you").

We are committed to safeguarding your privacy and ensuring transparency in our data practices, especially concerning sensitive educational data.

1. Information We Collect

We collect information to provide and improve our personalized learning services. The types of information we collect depend on how you interact with Mark AI:

- **Account Information:**
 - **Educators/Administrators/Authors:** Name, email address, institution name, role, username, password.
 - **Students:** Name, unique student ID, email address (if provided by institution), grade level, class assignments.
- **Educational Data:**
 - **Assessment Data:** Student responses to assignments, quizzes, tests (digital or scanned handwritten submissions), grades, performance metrics.
 - **Learning Progress Data:** Completion rates, time spent on activities, skill mastery levels, learning path progress.
 - **Interaction Data:** How students interact with personalized content, feedback, and AI-driven recommendations.
- **Pedagogical Content Data (from Authors):**
 - Pedagogical frameworks, lesson designs, diagnostic rules, alternative explanations, and teaching methodologies contributed by authors.
 - Author profiles, credentials, and potentially performance data related to their content's efficacy.
- **Usage Data:**
 - Log data (IP addresses, browser type, operating system, access times, pages viewed).
 - Device information (device type, unique device identifiers).
 - Interaction data with the platform's features (e.g., clicks, scrolls, feature usage).
- **Communications Data:**
 - Records of communications with us (e.g., customer support inquiries, feedback).

2. How We Use Information

We use the collected information for the following primary purposes:

- **To Provide and Enhance the Mark AI IPOS:**
 - Deliver personalized learning pathways, adaptive content, and intelligent feedback.
 - Process and grade assessments, including handwritten submissions.
 - Monitor student progress and identify learning gaps or strengths.
 - Support educators with insights and differentiation tools.
 - Enable authors to contribute and manage their pedagogical content.
- **To Develop and Improve Our AI Models & Pedagogical Knowledge Graph:**
 - Train and refine our AI algorithms for personalization, assessment analysis, and misconception detection.
 - Enrich and expand the Pedagogical Knowledge Graph with new concepts, relationships, and pedagogical strategies.
 - Analyze the efficacy of different pedagogical approaches within the ecosystem (often using aggregated and anonymized data).
- **For Analytics and Reporting:**
 - Provide educators and administrators with dashboards and reports on student performance, class trends, and pedagogical effectiveness.
 - Generate aggregated, anonymized insights for research and platform improvement.
- **For Communication:**
 - Send essential service-related updates, notifications, and alerts.
 - Respond to support inquiries and feedback.
- **For Security and Compliance:**
 - Detect and prevent fraud, abuse, and other malicious activities.
 - Ensure compliance with legal obligations and our Terms of Service.

3. How We Share Information

We share information only in limited circumstances, primarily to provide and improve our services:

- **With Educational Institutions:** Student data (including assessment and learning progress) is shared with the student's associated educational institution, teachers, and authorized administrators as part of the service.
- **With Authors:** Authors may receive aggregated and anonymized data on the performance and usage of their specific pedagogical content to help them refine their contributions. Individual student-level data is **never** shared directly with authors.
- **With Third-Party Service Providers:** We use trusted third-party vendors for essential services like cloud hosting (e.g., AWS, Azure), data storage, analytics, and customer support. These providers are contractually obligated to protect data and use it only for the purposes for which we engage them.

- **For Legal Reasons:** We may disclose information if required by law, subpoena, or other legal process, or if we believe it is necessary to protect the rights, property, or safety¹ of Mark AI, our users, or the public.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, user information may be transferred as part of the transaction, subject to² a commitment to the continued protection of privacy.
- **Aggregated and Anonymized Data:** We may share aggregated and anonymized data (which cannot be used to identify individual users) for research, marketing, analytical, or other purposes. **We never sell student personal data.**

4. Children's Privacy (Important for Educational Settings)

Mark AI is designed for use in educational settings, which often involves students under the age of 13.

- **COPPA (Children's Online Privacy Protection Act - USA):** We comply with COPPA. When Mark AI is used by schools with students under 13, the school acts as the agent of the parent and provides consent for the collection of student personal information for educational purposes. We do not require students to provide more personal information than is reasonably necessary for them to participate in the activity.
- **GDPR-K (GDPR for Kids - EU):** For users in the EU, we process children's data based on the consent provided by the school or educational institution acting as the data controller, or directly from parents where applicable.
- **Limited Collection & Use:** We collect and use children's personal information only for educational purposes and to provide the Mark AI service. We do not engage in targeted advertising to children.

5. Data Security

We implement robust technical, administrative, and physical safeguards to protect your information from unauthorized access, use, alteration, or disclosure. These measures include:

- Encryption of data in transit and at rest.
- Access controls and authentication mechanisms.
- Regular security³ audits and vulnerability assessments.
- Employee training on data privacy⁴ and security best practices.

6. Data Retention

We retain personal information for as long as necessary to provide our services, comply with legal obligations, resolve disputes,⁵ and enforce our agreements. Educational institutions typically control the retention period for student data associated with their accounts.

7. Your Rights and Choices

Depending on your jurisdiction (e.g., GDPR, CCPA), you may have the following rights regarding your personal information:

- **Access:** Request a copy of your personal information.
- **Correction/Rectification:** Request correction of inaccurate or incomplete data.
- **Deletion/Erasure:** Request deletion of your personal information (subject to legal obligations).
- **Restriction of Processing:** Request limitation on how your data is processed.
- **Data Portability:** Request your data in a structured, commonly used, machine-readable format.
- **Objection to Processing:** Object to certain types of processing (e.g., direct marketing).

For student data, these rights are typically exercised by the educational institution or, in some cases, directly by parents/guardians. Please contact your institution's administrator for assistance.

8. International Data Transfers

As a global platform based in Uganda, we may transfer, store, and process your information in countries outside your own, including where our service providers operate. We ensure that such transfers comply with applicable data protection laws, using mechanisms like Standard Contractual Clauses (SCCs) where required for GDPR.

9. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any material changes by posting⁶ the new policy on our website⁷ and, where appropriate, through direct communication (e.g., email) prior to the changes becoming effective.

10. Contact Us

If you have any questions about this Privacy Policy or our data practices, please contact us at:

info@xrefracted.com

Mark AI Systems, Corp., Delaware, U.S.A.

Mark AI: Terms of Service

Effective Date: January 08, 2025

These Terms of Service ("Terms") govern your access to and use of the Mark AI Intelligent Pedagogical Operating System (IPOS), including its website, applications, and all related services (collectively, the "Service"). The Service is operated by Mark AI Systems, based in Delaware, U.S.A ("Mark AI Systems," "we," "us," or "our").

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use the⁸ Service.

1. Acceptance of Terms

These Terms constitute a legally binding agreement between you and Mark AI Systems. By clicking "I Accept," registering for an account, or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.⁹

2. Eligibility and User Accounts

- **Age:** The Service is intended for use by educational institutions, educators, and authors. Students use the Service under the supervision and authorization of their educational institution. For students under 13, their access and use are governed by the educational institution's consent and compliance with COPPA and similar regulations.
- **Account Registration:** You must register for an account to access certain features of the Service. You agree to provide accurate, current, and complete information during¹⁰ registration and to keep your account information updated.
- **Account Security:** You are responsible for maintaining the confidentiality of your account¹¹ credentials and for all activities that occur under your account. You agree to notify Mark AI immediately of any unauthorized use of your account.

3. Description of Service

Mark AI provides an Intelligent Pedagogical Operating System (IPOS) that leverages AI and a proprietary Pedagogical Knowledge Graph to deliver personalized learning experiences, intelligent assessment feedback, and pedagogical insights. The Service facilitates the contribution of pedagogical frameworks by expert authors, empowering educators and enhancing student outcomes.

4. User Responsibilities

You agree to use the Service in compliance with these Terms, all applicable laws and regulations, and the policies of your educational institution. You agree not to:

- Use the Service for any unlawful or prohibited purpose.
- Upload, post, or transmit any content that is infringing, harmful, offensive, or violates third-party rights.
- Engage in any activity that disrupts or interferes with the Service or its servers/networks.
- Attempt to gain unauthorized access to any part of the Service or other users' accounts.
- Use the Service to promote or facilitate cheating or academic dishonesty.
- Reverse engineer, decompile, or disassemble any part of the Service.

5. Intellectual Property Rights

- **Mark AI's IP:** All intellectual property rights in and to the Service, including the IPOS, the Pedagogical Knowledge Graph, software, code, algorithms, designs, trademarks, and content provided by Mark AI (excluding User-Generated Content), are owned by Mark AI or its licensors.
- **User-Generated Content (UGC):**
 - **Educators/Students:** Any assessment responses, feedback, or data generated through your use of the Service by students or educators are considered User-Generated Content. You retain ownership of your UGC.
 - **Authors:** As an author contributing pedagogical frameworks, lesson designs, diagnostic rules, or other content ("Author Content"), you retain ownership of your intellectual property. However, by submitting Author Content, you grant Mark AI a worldwide, non-exclusive, royalty-free, perpetual, transferable, sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute,¹² publicly display, and perform¹³ the Author Content in connection with the operation, improvement, and promotion of the Service. This includes, without limitation, the right to incorporate your Author Content into the Pedagogical Knowledge Graph and to use it to train and refine Mark AI's AI models.
- **Feedback:** You grant Mark AI a perpetual, irrevocable, worldwide, royalty-free license to use any feedback, suggestions, or ideas you provide regarding the Service for any purpose without obligation to you.

6. Institutional Accounts

If you are using the Service on behalf of an educational institution (e.g., school, district, university), you represent and warrant that you have the authority to bind that institution to these Terms. The institution is responsible for obtaining all necessary consents (e.g., parental consent for student data) for the use of the Service by its students and personnel.

7. Payment Terms & Subscriptions

- Access to the full Mark AI IPOS is provided via paid subscription plans for institutions.
- Details regarding subscription tiers, pricing, billing cycles, payment methods, and renewal terms will be provided separately in a Subscription Agreement.
- Premium pedagogical content contributed by authors may require additional licensing fees, which will be detailed in the Subscription Agreement and Author Agreement.

8. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED¹⁴ TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MARK AI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability¹⁵

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,¹⁶ MARK AI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES,¹⁷ WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.¹⁸

10. Indemnification

You agree to defend, indemnify, and hold harmless Mark AI, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses,¹⁹ liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service; (b) your violation of any term of these Terms;²⁰ (c) your violation of any third-party right, including without limitation any intellectual property or privacy right; or (d) any claim²¹ that your User-Generated Content caused damage to a third party.

11. Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation²² if you breach these Terms. You may terminate your account at any time by contacting us.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of **Uganda**,²³ without regard to its conflict of law²⁴ principles. Any dispute arising out of or relating to these Terms or the Service shall be submitted to the exclusive jurisdiction of the courts located²⁵ in **Kampala, Uganda**.

13. Changes to These Terms

We may revise these Terms from time to time. The most current version will always be on our website. We will notify you of any material changes by posting the new Terms on our website or through direct communication (e.g., email) prior to the changes becoming effective. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the revised²⁶ Terms.

14. Contact Us

If you have any questions about these Terms of Service, please contact us at:

info@xrefracted.com

Mark AI Systems Corp., Delaware, U.S.A.