

Privacy Policy

Effective Date: February 15, 2026

Last Updated: February 15, 2026

1. Introduction

This Privacy Policy describes how GradeCompass.ai ("we," "us," or "our"), operated by TCSW Consulting (SASU registered in France), collects, uses, and protects your personal information when you use our mobile application and services (the "Service").

We are committed to protecting your privacy and complying with applicable data protection laws, including the EU General Data Protection Regulation (GDPR), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), Quebec's Law 25, and the United States Children's Online Privacy Protection Act (COPPA).

Contact Information:

[TCSW Consulting]

[33450 Saint-Loubès]

Email: [contact@tcsw-consulting.com]

Data Protection Officer: [legal@tcsw-consulting.com]

32. Personal Data We Collect

We practice data minimization and only collect information essential to provide our Service.

2.1 Information You Provide

- **Name:** Your full name for account identification
- **Email Address:** For account creation, authentication, and service communications
- **Academic Data:** Courses, grades, goals, and degree progress information you create within the Service

2.2 Information Automatically Collected

- **Device Information:** Device type, operating system, app version (for technical support and compatibility)
- **Usage Data:** Anonymous usage statistics to improve the Service (no connection to personal data)
- **Log Data:** IP address, access times, error logs (retained temporarily for security purposes)
- **Subscription Status:** Current subscription tier (Trial, Premium, Premium+, Read-Only) and payment history

2.3 Referral Information

- **Referral Codes:** Unique referral codes generated for your account
- **Referral Activity:** Number of successful referrals (users who subscribe to Premium)

2.4 Information We Do NOT Collect

- We do **NOT** collect payment information (handled securely by Stripe)
- We do **NOT** collect location data
- We do **NOT** collect contacts, photos, or other device content
- We do **NOT** use cookies or tracking technologies for advertising
- We do **NOT** link AI usage data to your personal information

3. How We Use Your Personal Data

We use your personal data for the following purposes:

3.1 Service Provision (Legal Basis: Contract Performance)

- Creating and managing your account
- Providing access to the Service based on your subscription tier
- Processing your subscription through our payment processor
- Storing your academic data (courses, grades, transcripts, degree progress)
- Managing trial periods and subscription upgrades/downgrades
- Processing referral rewards and tracking referral activity
- Sending transactional emails (account confirmation, subscription updates, password resets, trial expiration notices)

3.2 Service Improvement (Legal Basis: Legitimate Interest)

- Analyzing anonymous usage patterns to improve features
- Troubleshooting technical issues
- Maintaining security and preventing fraud
- Detecting and preventing abuse of trial periods or referral systems

3.3 Legal Compliance (Legal Basis: Legal Obligation)

- Complying with applicable laws and regulations
- Responding to lawful requests from authorities
- Maintaining records as required by tax and financial regulations

3.4 Marketing Communications (Legal Basis: Consent)

- Sending promotional emails about Premium upgrade offers (during trial period)
- Notifying you about new features or Premium+ availability
- You may withdraw consent at any time by clicking "unsubscribe" in any marketing email

3. Third-Party Service Providers

We share your personal data only with trusted service providers necessary to operate the Service:

4.1 Supabase (Database and Authentication)

Data Shared: Name, email address, encrypted password, academic data (courses, grades, goals, degree progress), subscription status, referral information

Purpose: Secure data storage, user authentication, and real-time database functionality

Location: USA (Supabase complies with GDPR via Standard Contractual Clauses)

Privacy Policy: <https://supabase.com/privacy> (<https://supabase.com/privacy>).

Security: Data is encrypted in transit (TLS/SSL) and at rest. Supabase is SOC 2 Type II certified.

4.2 Stripe (Payment Processing)

Data Shared: Email address, subscription details

Purpose: Secure payment processing and subscription management

Location: USA (Stripe complies with GDPR via Standard Contractual Clauses)

Privacy Policy: <https://stripe.com/privacy> (<https://stripe.com/privacy>).

Important: We do NOT store or have access to your payment card information. Stripe handles all payment data securely and in compliance with PCI-DSS standards.

4.3 Vercel AI (Artificial Intelligence Services)

Data Shared: Anonymous, non-identifiable usage data only

Purpose: Providing AI-powered features within the Service (available in Premium tier only)

Location: USA (Vercel complies with GDPR)

Privacy Policy: <https://vercel.com/legal/privacy-policy> (<https://vercel.com/legal/privacy-policy>).

Important: Your name and email are NEVER shared with AI services. All AI interactions are completely anonymous and cannot be linked to your personal identity. Academic data sent to AI services (e.g., for degree progress analysis) is anonymized before transmission.

4.4 Hosting and Infrastructure

Provider: Vercel (hosting and edge functions)

Data Shared: All data necessary to operate the Service

Location: USA and global edge network

Security: All data is encrypted in transit (TLS/SSL) and at rest

5. Data Retention

- **Active Accounts:** We retain your name, email address, and academic data for as long as your account is active (including during Read-Only mode)
- **Deleted Accounts:** Personal data is permanently deleted within 30 days of account deletion

- **Subscription History:** Retained for 7 years to comply with tax and financial regulations
- **Referral Data:** Retained for as long as your account is active to track earned rewards
- **Legal Requirements:** Some data may be retained longer to comply with tax, accounting, or legal obligations (typically 3-7 years)
- **Anonymous Usage Data:** Retained indefinitely as it cannot be linked to you

6. Your Rights Under GDPR and Other Privacy Laws

6.1 Rights for EU/EEA Users (GDPR)

You have the following rights regarding your personal data:

- **Right to Access:** Request a copy of your personal data (including academic data and referral information)
- **Right to Rectification:** Correct inaccurate or incomplete data
- **Right to Erasure ("Right to be Forgotten"):** Request deletion of your data
- **Right to Data Portability:** Receive your data in a machine-readable format (JSON export available)
- **Right to Restrict Processing:** Limit how we use your data
- **Right to Object:** Object to processing based on legitimate interests
- **Right to Withdraw Consent:** Withdraw consent for marketing communications at any time
- **Right to Lodge a Complaint:** File a complaint with your national data protection authority

French Data Protection Authority (CNIL):

Website: <https://www.cnil.fr> (<https://www.cnil.fr>)

Address: 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France

6.2 Rights for Canadian Users (PIPEDA / Law 25)

- Right to access your personal information
- Right to challenge the accuracy and completeness of your information
- Right to request deletion of your data
- Right to withdraw consent
- Right to file a complaint with the Office of the Privacy Commissioner of Canada

Office of the Privacy Commissioner of Canada:

Website: <https://www.priv.gc.ca> (<https://www.priv.gc.ca>)

Quebec's Commission d'accès à l'information (for Law 25 complaints):

Website: <https://www.cai.gouv.qc.ca> (<https://www.cai.gouv.qc.ca>)

6.3 Rights for US Users

6.3.1 California Users (CCPA/CPRA)

Under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), you have the right to:

- **Right to Know:** Request disclosure of the categories and specific pieces of personal information we collect, use, disclose, and sell
- **Right to Delete:** Request deletion of your personal information (subject to certain exceptions)
- **Right to Correct:** Request correction of inaccurate personal information
- **Right to Opt-Out:** Opt-out of the sale or sharing of personal information (Note: We do NOT sell or share your data)
- **Right to Limit Use of Sensitive Personal Information:** Limit our use of sensitive personal information (if applicable)
- **Right to Non-Discrimination:** You will not receive discriminatory treatment for exercising your privacy rights

How to Exercise Your Rights:

Email: [legal@tcsw-consulting.com]

We will respond within 45 days (extendable by 45 days with notice)

California Privacy Rights Office:

Website: <https://coppa.ca.gov> (<https://coppa.ca.gov>).

Phone: (916) 925-1565

6.3.2 Virginia Users (VCDPA)

Under the Virginia Consumer Data Protection Act, you have the right to:

- Access your personal data
- Correct inaccuracies in your personal data
- Delete your personal data
- Obtain a copy of your personal data (data portability)
- Opt-out of targeted advertising, sale of personal data, or profiling (Note: We do NOT engage in these activities)

Virginia Attorney General - Consumer Protection:

Website: <https://www.oag.state.va.us> (<https://www.oag.state.va.us>).

6.3.3 Colorado Users (CPA)

Under the Colorado Privacy Act, you have the right to:

- Access your personal data
- Correct inaccuracies in your personal data
- Delete your personal data
- Obtain a copy of your personal data (data portability)
- Opt-out of targeted advertising, sale of personal data, or profiling for decisions with legal or significant effects

Colorado Attorney General:

Website: <https://coag.gov/resources/colorado-privacy-act> (<https://coag.gov/resources/colorado-privacy-act>).

6.3.4 Connecticut Users (CTDPA)

Under the Connecticut Data Privacy Act, you have the right to:

- Confirm whether we process your personal data and access that data
- Correct inaccuracies in your personal data
- Delete your personal data
- Obtain a copy of your personal data (data portability)
- Opt-out of targeted advertising, sale of personal data, or profiling

Connecticut Attorney General:

Website: <https://portal.ct.gov/AG> (<https://portal.ct.gov/AG>)

6.3.5 Other US States

Additional US states have enacted or are enacting privacy laws. If your state has a comprehensive privacy law, you may have similar rights to those listed above. Contact us at [legal@tcsw-consulting.com] to exercise your rights.

6.3.6 Children's Privacy (COPPA - All US States)

Parents or guardians of children under 13 have the right to:

- Review personal information collected from their child
- Request deletion of their child's personal information
- Refuse to allow further collection or use of their child's information

Federal Trade Commission (COPPA):

Website: <https://www.ftc.gov/legal-library/browse/rules/childrens-online-privacy-protection-rule-coppa>
(<https://www.ftc.gov/legal-library/browse/rules/childrens-online-privacy-protection-rule-coppa>)

Complaint Line: 1-877-FTC-HELP

6.4 How to Exercise Your Rights

To exercise any of these rights, contact us at: [legal@tcsw-consulting.com]

We will respond to your request within:

- **30 days** (GDPR and CCPA)
- **30 days** (PIPEDA)
- **As required by applicable law**

7. Children's Privacy (COPPA Compliance)

Our Service is intended for students aged **13 years and older**. We do not knowingly collect personal information from children under 13 without verifiable parental consent.

If you are under 13, you may NOT use the Service. If we discover that we have collected personal information from a child under 13 without proper consent, we will delete that information immediately.

For Users Aged 13-15 (EU/EEA): We require parental consent before collecting personal data from users aged 13-15 in the EU/EEA, as required by GDPR.

If you are a parent or guardian and believe your child has provided us with personal information, please contact us immediately at [legal@tcsw-consulting.com].

9. International Data Transfers

As a French company serving users in the USA and Canada, your personal data may be transferred to and processed in countries outside your country of residence.

9.1 Transfers from EU/EEA to USA

Data transfers to the USA (for Supabase, Stripe, and Vercel AI services) are protected by:

- **Standard Contractual Clauses (SCCs)** approved by the European Commission
- **Adequate safeguards** ensuring GDPR-level protection

9.2 Transfers from Canada to France/USA

We ensure that all international transfers comply with PIPEDA and Quebec's Law 25 requirements for cross-border data transfers.

10. Data Security

We implement appropriate technical and organizational measures to protect your personal data:

- **Encryption in Transit:** All data transmitted is encrypted using TLS/SSL protocols
- **Encryption at Rest:** Personal data stored in Supabase databases is encrypted
- **Access Controls:** Strict access controls limit who can access personal data
- **Regular Security Audits:** We conduct periodic security assessments
- **Secure Authentication:** Passwords are hashed using industry-standard algorithms (bcrypt)
- **Payment Security:** All payment processing is handled by Stripe (PCI-DSS compliant)
- **Row-Level Security:** Supabase Row-Level Security (RLS) ensures users can only access their own data

Despite our efforts, no method of transmission or storage is 100% secure. We cannot guarantee absolute security of your data.

11. Your Choices and Controls

11.1 Account Settings

You can update your name at any time in the app settings.

11.2 Marketing Communications

You can opt-out of promotional emails (including Premium upgrade offers) by:

- Clicking "Unsubscribe" in any marketing email
- Adjusting preferences in your account settings
- Contacting us at [communication@gradecompass.ai]

Note: You cannot opt-out of transactional emails necessary for the Service (e.g., password resets, billing confirmations, trial expiration notices, subscription status changes).

11.3 Academic Data Management

You can:

- Edit or delete courses, grades, and goals at any time (except in Read-Only mode)
- Export your academic data in JSON format
- Import transcript data (Premium tier only)

11.4 Subscription Management

You can:

- Upgrade from Trial to Premium at any time
- Cancel Premium subscription (access continues until end of billing period)
- Reactivate Premium subscription from Read-Only mode

11.5 Referral Program

You can:

- Generate your unique referral code
- View your referral statistics
- Opt-out of the referral program by contacting us

11.6 Account Deletion

You can delete your account at any time through the app settings. Upon deletion:

- Your name, email, and academic data will be permanently deleted within 30 days
- Your subscription will be canceled (subject to our refund policy)
- Referral data will be anonymized (we retain aggregate statistics)

- Some data may be retained for legal compliance purposes

12. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. When we make material changes, we will:

- Update the "Last Updated" date at the top
- Notify you via email or in-app notification
- Request renewed consent if required by law

Your continued use of the Service after changes constitutes acceptance of the updated Privacy Policy.

13. Do Not Track Signals

Our Service does not respond to "Do Not Track" (DNT) signals because we do not track users for advertising purposes.

14. Data Breach Notification

In the event of a data breach affecting your personal information, we will:

- Notify affected users within **72 hours** (as required by GDPR)
- Report the breach to relevant supervisory authorities
- Provide information about the breach and steps being taken

15. Questions and Complaints

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

Email: [legal@tcsw-consulting.com]

Mail: TCSW Consulting, 33450 Saint-Loubès **Data Protection Officer:** [legal@tcsw-consulting.com]

You also have the right to lodge a complaint with your local data protection authority:

- **EU/EEA:** Your national data protection authority (France: CNIL)
- **Canada:** Office of the Privacy Commissioner of Canada or Commission d'accès à l'information (Quebec)
- **USA:** Federal Trade Commission (FTC)

Acknowledgment: By using our Service, you acknowledge that you have read and understood this Privacy Policy and agree to the collection, use, and disclosure of your personal information as described herein.

Terms and Conditions (Terms of Service)

Effective Date: February 15, 2026

Last Updated: February 15, 2026

1. Introduction and Acceptance

Welcome to GradeCompass (the "Service"), operated by TCSW Consulting, a SASU registered in France ("we," "us," "our," or "Company").

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("you," "your," or "User") and the Company. By creating an account, accessing, or using the Service, you agree to be bound by these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

2. Eligibility

2.1 Minimum Age Requirement

You must be at least **13 years old** to use the Service. Users under 13 are prohibited from creating accounts or using the Service.

Users aged 13-15 in the European Union/EEA require parental or guardian consent.

2.2 Student Status

The Service is designed for students enrolled in accredited educational institutions. By using the Service, you represent that you are a current student or otherwise eligible to use student-focused services.

2.3 Legal Capacity

You represent that you have the legal capacity to enter into this agreement and comply with these Terms.

3. Account Registration and Security

3.1 Account Creation

To use the Service, you must:

- Provide accurate and complete information (name and email address)
- Maintain and update your information to keep it accurate
- Use a valid email address you can access

3.2 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access at security@gradecompass.ai

3.3 One Account Per User

You may only create one account. Creating multiple accounts to abuse the trial period or referral system may result in immediate suspension or termination of all accounts.

3.4 Account Termination by User

You may delete your account at any time through the app settings. Upon deletion:

- Your personal data and academic data will be deleted in accordance with our Privacy Policy
- Your subscription will be canceled (subject to our Refund Policy)
- You will lose access to all Service features and data

4. Subscription Tiers and Features

The Service offers multiple subscription tiers with different features and limitations:

4.1 Trial Mode (Free - 7 Days)

Default tier for new users

Features:

- Full access to core functionality
- Create up to **2 courses** per academic term
- View and edit grades and goals for created courses
- Access to "What-If" scenario planning with sliders
- Basic academic tracking

Limitations:

- Cannot import transcript data
- Cannot create more than 2 courses per term
- AI-powered Degree Progress analysis is **NOT available**

- Trial period expires after **7 days** from account creation

After Trial Expiration:

- If you do not upgrade to Premium before the trial period expires, your account will automatically enter **Read-Only Mode** (see Section 4.4)

4.2 Premium Mode (Paid - Monthly Subscription)

Pricing:

- **United States:** \$3.99 USD per month
- **Canada:** \$3.99 CAD per month
- **European Union:** 3.99 € EUR per month

Features:

- **All Trial Mode features, plus:**
- **Unlimited courses** - Create as many courses as needed
- **Transcript import** - Import your academic transcript data
- **AI-powered Degree Progress** - Access AI capabilities for degree progress analysis and recommendations
- Full access to all "What-If" scenarios

Upgrade:

- You can upgrade from Trial to Premium at any time through the app settings
- Upgrade takes effect immediately upon successful payment
- Trial period ends upon upgrade; no pro-rata refund for unused trial time

Cancellation:

- You can cancel your Premium subscription at any time
- Upon cancellation, Premium access continues until the end of your current billing period
- After the billing period ends, your account enters **Read-Only Mode** (see Section 4.4)

4.3 Premium+ Mode (Coming Soon)

Premium+ tier is currently **not available**. We will notify users via email when Premium+ becomes available.

Features and pricing for Premium+ will be announced at launch.

4.4 Read-Only Mode (Restricted Access)

Your account automatically enters Read-Only Mode when:

- Your **Trial period expires** without upgrading to Premium
- Your **Premium subscription is canceled** and the paid billing period has ended
- Your **payment fails** and remains unresolved for 7 days

Read-Only Mode Restrictions:

You **CANNOT**:

- Create new courses
- Edit existing courses
- Manage or change grades
- Modify goals or targets
- Adjust sliders in "What-If" scenarios
- Access AI-powered features on any page
- Import transcript data

You **CAN**:

- View your existing courses, grades, and academic data
- Log in and access your account
- Upgrade to Premium to restore full access
- Export your data
- Delete your account

Restoring Access:

- Upgrade to Premium at any time to immediately restore full access
- All your data remains intact during Read-Only Mode

4.5 Account Status Check

Every time you log in, the Service automatically checks your subscription status and:

- Verifies if you are in Trial, Premium, Premium+, or Read-Only Mode
- Applies appropriate feature access restrictions
- Displays your current subscription tier in the app header/menu bar

5. Subscription and Payment Terms

5.1 Payment Processing

All payments are processed securely through **Stripe, Inc.**, our third-party payment processor. By subscribing, you agree to Stripe's Terms of Service and Privacy Policy.

We do NOT store or have access to your payment card information.

5.2 Billing Cycle

- Subscriptions are billed **monthly** in advance
- Your subscription begins immediately upon successful payment

- You will be charged on the same day each month (your "billing date")
- Subscription fees are stated in the currency applicable to your location

5.3 Automatic Renewal

Your subscription will automatically renew each month unless you cancel before your next billing date.

By subscribing, you authorize us to charge your payment method automatically each month until you cancel. You will not receive a separate notice before each automatic charge, but you may contact us for billing information.

You can cancel automatic renewal at any time through your account settings

5.4 Price Changes

We reserve the right to change subscription prices with **30 days' advance notice** via email. Price changes will take effect at the start of your next billing cycle after the notice period.

If you do not agree to a price change, you may cancel your subscription before the new price takes effect.

5.5 Taxes

Subscription prices do include all applicable sales taxes, VAT, GST, or other taxes.

5.6 Payment Failures

If a payment fails:

- We will attempt to retry the charge
- You will be notified via email
- Your Premium access will continue until the end of your current billing period
- If payment is not resolved within **7 days** after the billing period ends, your account will enter **Read-Only Mode**
- Your account may be terminated if payment issues are not resolved within 30 days

6. Refund Policy

6.1 General Refund Policy

All subscription fees are non-refundable, except as required by law or as explicitly stated in this section.

We do not provide refunds or credits for:

- Partial months of service
- Unused features or services
- Dissatisfaction with the Service
- Subscription cancellations

- Unused trial time when upgrading to Premium
- Referral rewards or free Premium months

6.2 Right of Withdrawal (EU/EEA Only)

Users in the European Union/EEA have a **14-day right of withdrawal** from the date of subscription, as required by EU Consumer Rights Directive.

To exercise this right:

- Contact us at legal@gradecompass.ai within 14 days
- Provide your account email and reason for withdrawal
- We will process your refund within 14 days

Note: If you begin using Premium features (e.g., creating more than 2 courses, importing transcripts, or using AI features) during the 14-day period, you may forfeit this right of withdrawal.

6.3 Refunds Required by Law

We will provide refunds as required by applicable consumer protection laws in your jurisdiction.

6.4 Technical Issues

If you experience significant technical issues preventing use of the Service, contact us at support@gradecompass.ai. We will work to resolve the issue and may provide a partial refund or credit at our discretion.

7. Referral Program

7.1 Program Overview

We offer a referral program that rewards users who successfully refer new Premium subscribers.

Eligibility:

- Available to all users (Trial, Premium, and Read-Only)
- You must have an active account to participate

7.2 How It Works

1. **Generate Your Referral Code:** Access your unique referral code in the app settings
2. **Share Your Code:** Share your referral code with friends, classmates, or on social media
3. **Referral Subscribes:** New user creates an account using your code and subscribes to Premium for at least **1 month**
4. **Earn Rewards:** After the referred user completes 1 month of paid Premium subscription, you earn rewards

7.3 Rewards

For 3 successful referrals (user who subscribes to Premium for at least 1 month):

- You earn **** 1 month **** of free Premium access (exact reward to be determined)
- Rewards are applied to your account as "Premium credit"
- Premium credits extend your current Premium subscription or convert Read-Only accounts to Premium

Example:

- You refer 6 users who each subscribe to Premium for 1+ months
- You earn $6 / 3 \times 1$ months = 2 months of free Premium access
- If you're currently in Read-Only Mode, the credit immediately restores Premium access

7.4 Referral Tracking

- Referrals are tracked via unique referral codes
- A referral is considered "successful" only after the referred user has paid for and completed **1 full month** of Premium subscription
- Trial users do not count as successful referrals
- The referring user must have an active account at the time the referral becomes successful

7.5 Referral Abuse and Fraud

Prohibited Activities:

- Creating fake accounts to generate referrals
- Using multiple accounts to refer yourself
- Fraudulent credit card activity
- Manipulating the referral system
- Spamming or unsolicited commercial communication using your referral code

Consequences:

- Immediate termination of all accounts involved in fraud
- Forfeiture of all referral rewards
- No refund of any fees paid
- Possible legal action

7.6 Referral Program Changes

We reserve the right to:

- Modify referral rewards at any time with 30 days' notice
- Suspend or terminate the referral program
- Change eligibility requirements

- Adjust reward calculation methods

Changes will not affect rewards already earned before the change.

8. License and Usage Rights

8.1 Grant of License

Subject to your compliance with these Terms and your subscription tier limitations, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal, non-commercial use.

8.2 Restrictions

You may NOT:

- Copy, modify, or create derivative works of the Service
- Reverse engineer, decompile, or disassemble the Service
- Remove or alter any copyright, trademark, or proprietary notices
- Use the Service for any commercial purpose
- Rent, lease, loan, sell, or sublicense access to the Service
- Use automated systems (bots, scrapers) to access the Service
- Access the Service to build a competing product or service
- Share your account credentials with others
- Violate any applicable laws or regulations
- Circumvent subscription tier limitations through technical means
- Abuse the trial period by creating multiple accounts

8.3 Ownership

The Service, including all content, features, functionality, software, and design, is owned by the Company and is protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

9. Acceptable Use Policy

9.1 Prohibited Conduct

You agree NOT to:

- Violate any laws, regulations, or third-party rights
- Harass, abuse, threaten, or harm others
- Impersonate any person or entity
- Upload or transmit malicious code, viruses, or harmful content
- Interfere with or disrupt the Service or servers

- Attempt to gain unauthorized access to any systems or accounts
- Use the Service to distribute spam or unsolicited communications
- Engage in fraudulent activities (including referral fraud)
- Misuse AI features for illegal or unethical purposes
- Create multiple accounts to abuse trial periods or referral programs

9.2 Consequences of Violation

Violation of this Acceptable Use Policy may result in:

- Immediate suspension or termination of your account
- Forfeiture of referral rewards and Premium credits
- No refund of any fees paid
- Legal action if required

10. AI Features and Usage

10.1 AI Availability

AI-powered Degree Progress features are available **only in Premium and Premium+ tiers**.

Trial have limited access to AI features Read-Only users do **NOT** have access to all AI features.

10.2 Anonymous AI Interactions

All AI interactions are:

- **Completely anonymous** - not linked to your name or email
- **Non-identifiable** - cannot be traced back to your personal identity
- Processed securely via encrypted API connections (Vercel AI)
- Academic data sent to AI is anonymized before transmission

10.3 AI Limitations

AI-generated content is provided "as is" and may contain errors, hallucination, inaccuracies, or inappropriate responses.

You are responsible for verifying the accuracy of any information provided by AI features.

We do not guarantee the accuracy, completeness, or reliability of AI-generated degree progress analysis or recommendations.

10.4 Responsible Use of AI

You agree to use AI features responsibly and ethically. Misuse of AI features (e.g., generating harmful, illegal, or abusive content) may result in account termination.

11. Service Availability and Modifications

11.1 Service Availability

We strive to provide continuous access to the Service but do not guarantee uninterrupted availability. The Service may be unavailable due to:

- Scheduled maintenance
- Technical issues or outages
- Force majeure events
- Third-party service disruptions (e.g., Stripe, Supabase, Vercel)

11.2 Service Modifications

We reserve the right to:

- Modify, suspend, or discontinue any aspect of the Service at any time
- Add or remove features
- Change functionality
- Update the user interface
- Modify subscription tier features or limitations
- Add new subscription tiers (e.g., Premium+)

We will provide reasonable notice of material changes when possible, but are not obligated to do so.

11.3 No Guaranteed Uptime

We do not guarantee any specific uptime or availability percentage (SLA). Your sole remedy for Service unavailability is to cancel your subscription.

12. User Content and Data

12.1 Ownership of Your Data

You retain ownership of any data you provide to the Service (your name, email, and academic data including courses, grades, goals, and transcripts).

12.2 Academic Data Collection

As described in our Privacy Policy, we collect and store:

- Your name and email address
- Your academic data (courses, grades, goals, degree progress), but we do not store the transcript
- Your subscription status and referral activity

- Anonymous usage data (not linked to your identity)

We do NOT collect, store, or have access to:

- Your payment card information (handled by Stripe)
- Personal identifiable information from AI interactions (anonymized)

12.3 Data Processing

By using the Service, you consent to the collection, use, and processing of your data as described in our Privacy Policy.

12.4 Data Export

You may export your academic data at any time (including in Read-Only Mode) in JSON format through the app settings.

13. Third-Party Services

13.1 Database and Authentication (Supabase)

Data storage and authentication are handled by Supabase. Your use of the Service is subject to Supabase's Terms of Service: <https://supabase.com/terms> (<https://supabase.com/terms>).

13.2 Payment Processing (Stripe)

Payment processing is handled by Stripe, Inc. Your use of payment features is subject to Stripe's Terms of Service: <https://stripe.com/legal> (<https://stripe.com/legal>).

13.3 AI Services (Vercel AI)

AI features are provided via Vercel AI. Your use of AI features is subject to Vercel's Terms of Service: <https://vercel.com/legal/terms> (<https://vercel.com/legal/terms>).

13.4 Third-Party Links

The Service may contain links to third-party websites or services. We are not responsible for the content, privacy practices, or terms of third-party services.

14. Disclaimers and Limitation of Liability

14.1 "AS IS" and "AS AVAILABLE"

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy, reliability, or completeness of content
- Accuracy of AI-generated degree progress analysis

14.2 No Warranty of Results

We do not warrant that:

- The Service will meet your requirements
- The Service will be error-free or uninterrupted
- Defects will be corrected
- The Service is free from viruses or harmful components
- AI-generated content will be accurate or useful
- Degree progress analysis will result in successful academic outcomes

14.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or use
- Cost of substitute services
- Any damages arising from your use or inability to use the Service
- Academic consequences resulting from reliance on the Service
- Loss of academic data (you are responsible for backups)

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.4 Maximum Liability Cap

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE **SIX (6) MONTHS** PRECEDING THE CLAIM.

For Trial and Read-Only users who have not paid any fees, our total liability is limited to **\$50 USD**.

14.5 Exceptions

Some jurisdictions do not allow limitations on implied warranties or liability for consequential damages. In such jurisdictions, our liability will be limited to the maximum extent permitted by law.

15. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of any laws or third-party rights
- Your negligence or willful misconduct
- Referral fraud or abuse
- Academic consequences resulting from your use of the Service

16. Termination

16.1 Termination by You

You may terminate this agreement at any time by:

- Canceling your subscription through account settings
- Deleting your account

Upon cancellation of Premium subscription:

- Your subscription remains active until the end of your current billing period
- After the billing period ends, your account enters Read-Only Mode
- No refunds will be provided for the remaining period

Upon account deletion:

- All your data is permanently deleted in accordance with our Privacy Policy

16.2 Termination by Us

We may suspend or terminate your account immediately, without notice, if:

- You violate these Terms
- You engage in fraudulent activity (including referral fraud)
- You misuse the Service or abuse trial periods
- We are required to do so by law
- We discontinue the Service

16.3 Effect of Termination

Upon termination:

- Your license to use the Service immediately ends
- Your account and data will be deleted in accordance with our Privacy Policy
- You remain responsible for any fees owed before termination

- Referral rewards and Premium credits are forfeited
- Sections that by their nature should survive (liability limitations, indemnification, governing law) will continue to apply

17. Governing Law and Dispute Resolution

17.1 Governing Law

These Terms are governed by the laws of **France**, without regard to conflict of law principles.

17.2 Jurisdiction

Any disputes arising from these Terms or the Service shall be subject to the exclusive jurisdiction of the courts of **Bordeaux, France**.

17.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class actions, class arbitrations, or representative proceedings.

Exception: This waiver does not apply where prohibited by law (e.g., EU consumers).

17.4 Exceptions to Jurisdiction

- **EU/EEA Users:** Disputes may be brought in the courts of your country of residence if you are a consumer
- **Canadian Users:** Disputes may be subject to Canadian consumer protection laws
- **Mandatory Arbitration:** Where required by law, consumers retain rights to local dispute resolution mechanisms
- **US Users:** This agreement is subject to the Federal Arbitration Act. Disputes may be subject to state consumer protection laws in your state of residence. Some states (including California) provide additional consumer rights that cannot be waived by these Terms.

18. Changes to These Terms

18.1 Right to Modify

We reserve the right to modify these Terms at any time. When we make material changes, we will:

- Update the "Last Updated" date at the top
- Notify you via email or in-app notification at least **30 days before** changes take effect
- Provide a summary of key changes

18.2 Acceptance of Changes

Your continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

If you do not agree to the changes, you must stop using the Service and cancel your subscription before the changes take effect.

19. General Provisions

19.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding the Service and supersede all prior agreements.

19.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

19.3 No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

19.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms without restriction.

19.5 Force Majeure

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, war, terrorism, riots, pandemics, government actions, or technical failures.

19.6 Notices

Legal notices to you will be sent to the email address associated with your account. You may contact us at:

TCSW Consulting

33450 Saint-Loubès

Email: legal@tcsw-consulting.com

19.7 Language

These Terms are provided in English. In case of conflict between an English version and a translated version, the English version shall prevail, except where prohibited by law.

20. Contact Information

If you have questions about these Terms, please contact us:

Email: legal@tcsw-consulting.com

Company: TCSW Consulting

Address: 33450 Saint-Loubès

Support: support@gradecompass.ai

Acknowledgment: By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.