

US School Platform Terms and Conditions

Mark My Words (US) LLC

Dated 21 October 2026

Version: us-school-platform-2026-10-21-v1

1. Parties, scope and the agreement

These Terms govern the Mark My Words platform supplied by Mark My Words (US) LLC (MMW, we, us) to the school or district identified in its accepted school pilot MOU or separate signed order (School, you). A person accepting for the School confirms they have authority to bind it. Students and individual teachers do not personally guarantee the School's obligations.

The agreement consists of the accepted MOU or order, this dated edition of the Terms, and any Data Privacy Agreement (DPA) signed by both parties. A signed DPA takes priority for student data, security, retention and privacy. A separately signed school agreement takes priority over these Terms where it expressly varies them. The MOU determines the pilot duration and included services. A reference to an educational partner does not make it a contracting party or give it access to student data.

These Terms apply to the US school service at app.us.markmywords.ai. The Australian general terms, including their automatic-renewal and Australian arbitration provisions, are not incorporated into this US school agreement. Privacy and security information is available at markmywords.au/us/legal/privacy-policy and markmywords.au/us/security; those informational pages do not expand the permissions granted by this dated agreement.

2. Free pilot, subscriptions and fees

The pilot provides free platform access for the period in the accepted MOU, starting when MMW confirms the workspace is ready. For a four-week pilot, four weeks means 28 days from workspace readiness. No card or other payment details are required. School approval covers the free pilot only.

The pilot does not automatically become a paid subscription, renew for a paid term, authorize an invoice or commit the School to a 12-month subscription. Any displayed annual price is indicative. A paid service requires an official quote and separate, explicit approval by an authorized School representative before billing or an invoice. The approved order must specify its price, currency, applicable taxes, service period and payment terms. A later paid renewal also requires express approval unless a separately signed order expressly provides otherwise.

Partner curriculum, training and professional development are separate unless expressly included in the MOU or signed order. MMW cannot bind the School to a separate educational partner's charges.

3. Access, accounts and acceptable use

During the agreed service period, MMW grants the School and its authorized users a non-exclusive, non-transferable right to use the platform for the School's educational activities. The School manages its users and permissions, keeps contact information accurate, protects sign-in credentials and tells MMW promptly about suspected unauthorized access. The School is responsible for having the authority or permission required to upload third-party teaching materials; uploading does not transfer ownership of those materials to MMW.

Users must not access another person's records without authority, bypass security controls, introduce malicious code, disrupt the service, unlawfully copy or resell the platform, or use it to infringe privacy, intellectual property or other legal rights. These restrictions do not remove rights that applicable law does not permit a contract to restrict. MMW will apply reasonable care and skill in providing the platform and support at support@markmywords.au.

4. Students own their work; platform and output rights

Students own their original writing and retain their intellectual property rights in it. The School controls the education records it supplies or creates and retains its rights in its teaching materials, reports and records, subject to student, parent and other rights under applicable law. MMW claims no ownership of student writing and receives no right to sell, rent or independently license it.

MMW retains its rights in the platform, software, models, rubrics it owns and other pre-existing intellectual property. MMW grants the School and its authorized users a continuing, royalty-free right to access, use, edit, reproduce and export the assessment outputs supplied to that School for its educational and recordkeeping purposes. This grant does not reduce any ownership rights the School or a student otherwise has in an output, and does not guarantee that AI output attracts copyright or is unique.

The School permits MMW and its contracted service providers to process School Data only as needed to deliver, secure, support and administer the agreed service, follow the School's lawful instructions and meet applicable legal duties. This is a limited service permission, not a perpetual, irrevocable license to exploit student content. Optional product feedback must not include identifiable student data and does not assign student work to MMW.

5. School Data, educational purpose and privacy

School Data includes student writing, names or pseudonyms, class and grade details, assessment outputs, education records and all non-public information and associated metadata collected or generated through the School's use, including information that can identify a student directly or indirectly. Required information is limited to what is reasonably needed for the educational service; student email is optional unless the School enables a sign-in method requiring it.

The School determines the authorized educational purpose and completes its privacy, procurement and consent checks before uploading student data. Where the School relies on FERPA's school-official exception, MMW acts under the School's direct control concerning the use and maintenance of education records and uses those records only for the authorized educational purpose. MMW will support the School in responding to requests by parents and eligible students to inspect, review or correct records. Nothing in this agreement waives those rights.

For children under 13, any school authorization under COPPA is limited to the school-authorized educational context. MMW will provide the information the School reasonably needs to give required notices and obtain any

legally required parental consent. This agreement does not authorize unrelated commercial use of children's personal information or replace any consent that must be obtained directly from a parent.

MMW will not sell or rent School Data, use identifiable student information for targeted advertising, build unrelated commercial profiles of students, or disclose School Data for an educational partner's own purposes without a separate lawful basis and School authorization. The parties will complete any district-required DPA before student data is uploaded. Signing the MOU alone does not mean a district-specific DPA has been executed.

6. AI assessment, human review and model improvement

AI-generated assessment, grading suggestions and feedback are assistance for educators. Outputs may contain errors, bias or omissions and may resemble outputs supplied to other users. Teachers must review and may change the output before using it with students; the School remains responsible for educational judgments. The service does not promise a particular grade, outcome or improvement and must not be used as the sole basis for a high-stakes decision about a student.

For the US school service, assessment models are self-hosted on MMW's US infrastructure. Student writing is not sent to external AI service APIs. A new external AI service processing student data cannot be introduced simply by changing a web page; it requires compliance with the School's DPA and the material-change process in section 12.

The existing US service allows de-identified submission samples to improve assessment models where permitted by the School, its DPA and applicable law. Participation is enabled unless the School or user opts out. The School may require this to be disabled at onboarding before any data is processed, or through its administrative settings; a School-level opt-out applies to all its users and cannot be overridden by an individual. No account or profile data is used for model training. Personal information must be removed from the writing itself as well as from its surrounding record before any permitted sample enters that pipeline. De-identification does not transfer ownership of student writing to MMW, permit re-identification, or authorize unrelated advertising or commercialization.

7. Security, providers and incident response

MMW will maintain reasonable administrative, technical and physical safeguards appropriate to School Data, including encryption in transit and at rest, access controls and confidentiality obligations. US student work, assessment data and school records are stored and processed on the US school service's infrastructure in the United States. MMW remains responsible for its contracted providers' performance of the data-handling obligations it delegates to them.

The current US service relies on Microsoft Azure West US for hosting, storage and backups, Microsoft Entra ID for staff identity, Google or Microsoft where selected by the School for single sign-on, and the limited operational analytics and error monitoring described in the US data-handling information. Access must be limited to the data and purpose needed for the service. Providers may not use identifiable School Data for independent advertising or model training. MMW will give the School the current provider details on request and notify it before a material provider or processing-location change affecting student data, subject to any stricter DPA process. A reasonable objection will be addressed with the School before the affected processing proceeds; if no suitable arrangement is agreed, the School may end the affected service and obtain its records.

MMW will notify the School without undue delay and no later than 72 hours after becoming aware of a breach affecting its School Data, or sooner where law or the signed DPA requires. MMW will provide available information

about the incident, affected data, mitigation and next steps, update the School as facts become available, and reasonably assist its response and notification obligations. A complete investigation is not a condition of initial notice.

8. Confidentiality and required disclosures

Each party will protect the other's non-public information with reasonable care, use it only to perform this agreement and disclose it only to personnel, advisers and providers who need it for that purpose and are bound by suitable confidentiality duties. This does not prevent disclosure required by law, a valid public-records obligation or a competent authority. Where legally permitted, the disclosing party will give prompt notice and reasonably assist efforts to limit disclosure. Confidentiality does not transfer ownership of School Data.

9. Export, retention and deletion

The School may export its student work, assessment data and reports at no charge during the agreement and for 30 days after it ends. MMW will reasonably assist the School to retrieve its records. Ending access or a billing dispute does not transfer ownership of those records to MMW.

Under the existing US retention policy, School Data is retained during the active service and for up to 12 months afterwards unless the School requests earlier deletion or its signed DPA requires a shorter period. The School may request deletion of particular records or all its data at any time. MMW will carry out the lawful request rather than wait for the default retention period, subject only to legal retention requirements that MMW will identify to the School where permitted.

Deletion of a submission includes its uploaded file and associated stored vectors. Residual backups expire under the applicable backup cycle, remain protected, are not used for another purpose and are not restored into live use. MMW will provide its deletion timetable and written confirmation on request, and follow any stricter signed DPA obligations. Legally retained material remains subject to the agreement's confidentiality and purpose restrictions.

10. Availability, suspension and ending the service

MMW does not promise uninterrupted availability. It will use reasonable efforts to give notice of planned maintenance and material disruptions and restore the service. Either party may temporarily restrict an affected account where reasonably necessary to address a security incident, unlawful use or a material threat to the service, with prompt notice where permitted and efforts to limit the scope and duration.

The School may end the free pilot at any time by contacting support@markmywords.au, without a cancellation fee or paid commitment. Pilot access otherwise ends at the agreed expiry unless the parties agree separately to continue. Either party may terminate for a material breach that remains unremedied 14 days after written notice, or immediately for a material breach that cannot reasonably be remedied. A separately approved paid order determines its paid service period and fees; a termination for MMW's unremedied material breach entitles the School to a proportionate refund of prepaid, unused fees. Data export and deletion rights in section 9 continue after access ends.

11. Liability and rights preserved by law

Nothing excludes rights or liability that applicable law does not permit a contract to exclude or limit, or liability for fraud, willful misconduct or gross negligence. The School does not waive sovereign or governmental immunity, statutory protections or mandatory public-procurement requirements by accepting these Terms.

To the extent permitted by law and except for the matters above or different provisions in a signed DPA or school agreement, neither party is liable for indirect, special or consequential loss arising from this agreement. MMW's aggregate liability arising from the service is limited to the greater of US\$1,000 and the fees the School paid MMW for the affected service in the 12 months before the event giving rise to the claim. A party's liability is reduced to the extent the other party caused the loss or unreasonably failed to mitigate it. No individual teacher, parent or student assumes a personal indemnity under these Terms.

12. Dated terms and changes

The version identified in the signed MOU or order is the accepted version. MMW will retain that dated edition and make it available with the agreement record, including a downloadable copy. A later website edit or continued use of the platform does not retrospectively replace it.

A material change to these Terms, the use of School Data or the School's agreed privacy protections requires advance written notice and express agreement by an authorized School representative before it applies to that School, subject to any stricter DPA requirements. If the parties do not agree, the existing agreement continues for its remaining period unless they lawfully end it; the School keeps its export and deletion rights. An employee's routine sign-in cannot override a school- or district-signed agreement.

13. Notices, disputes and general provisions

Send contractual notices to hello@markmywords.au and support requests to support@markmywords.au. MMW will send notices to the School's designated representative at the contact address in its agreement record, as updated by the School. Notices about a privacy incident will also use the School's supplied incident-response contacts.

The parties will first try in good faith to resolve a dispute through their authorized representatives. Unless a separately signed school agreement provides otherwise, the law of the US state in which the School's principal office is located governs, together with applicable US federal law, and proceedings may be brought in the competent courts for that location. Neither party is required to arbitrate in Australia under these Terms. This does not prevent urgent relief or alter jurisdiction imposed by applicable law.

Neither party may transfer this agreement without the other's written consent, except to a lawful successor in a reorganization or sale that assumes the same obligations, where permitted by applicable law and the signed DPA. No transfer authorizes a new use of School Data or reduces the School's protections. MMW must obtain written School consent before using the School's name or logo in publicity; this does not authorize use of a student's name, image or work.

If a provision is unenforceable, the remaining provisions continue to the extent lawful. The parties are independent contractors; no educational partnership, agency or employment relationship is created. Obligations concerning ownership, confidentiality, permitted retention, deletion, accrued liabilities and rights needed to enforce the agreement survive its end.