

# VerbalCheck

## Terms of Service

Choice Pursuits Technologies LLC

Version 1.1 • Effective Date: May 16, 2026 • Last Updated: May 16, 2026

**Important Notice. These Terms of Service govern access to and use of VerbalCheck. Please read them carefully. They contain disclaimers of warranties, a limitation of liability, an indemnification commitment, an informal dispute resolution requirement, and a governing-law and venue provision. By accessing or using VerbalCheck, you agree to these Terms, the Privacy Policy, any applicable Data Processing Addendum, and any applicable institutional agreement.**

### 1. Acceptance of Terms

These Terms of Service (“Terms”) govern access to and use of VerbalCheck, an educational technology platform provided by Choice Pursuits Technologies LLC (“Choice Pursuits,” “we,” “us,” or “our”). By accessing or using VerbalCheck, creating an account, logging in, clicking an acceptance button, approving a pilot, or otherwise using the Services, you agree to these Terms, the Privacy Policy, any applicable Data Processing Addendum (“DPA”), and any applicable institutional agreement, pilot authorization, purchase order, or written instructions provided by your institution.

If you do not agree to these Terms, or if you are not authorized to use VerbalCheck, do not access or use the Services. If you are using VerbalCheck on behalf of an institution, school, district, organization, or other entity, you represent that you have authority to use the Services for the intended purpose or that your use has been authorized through the applicable institutional process.

These Terms are intended for public website and platform use. Institution-specific terms may be handled through a separate written agreement, procurement document, pilot authorization, DPA, or other written arrangement.

Incorporation by Reference. The Privacy Policy (available at [verbalcheck.com/privacy](https://verbalcheck.com/privacy)), the DPA, the Subprocessor Register ([verbalcheck.com/subprocessors](https://verbalcheck.com/subprocessors)), and any executed institutional agreement are incorporated into these Terms by reference.

### 2. Order of Precedence

If there is a conflict among applicable documents, the following order controls unless an executed institutional agreement states otherwise: (a) the executed institutional agreement or written institutional authorization; (b) the DPA for privacy and data processing obligations; (c) the Privacy Policy

for privacy and data protection matters; (d) these Terms; and (e) platform documentation, help content, or support materials.

If an executed institutional agreement applies to an institution, that agreement controls for that institution to the extent of any conflict with these public Terms.

### 3. Definitions

Capitalized terms used in these Terms have the meanings set forth below. Terms also defined in the Privacy Policy or DPA share the same meaning here unless context requires otherwise.

- **Authorized User** means an individual permitted by an institution, or by Choice Pursuits in the case of standalone or pilot use, to access VerbalCheck under an institutional account or otherwise. Authorized Users include faculty, administrators, staff, students, pilot participants, and other individuals expressly approved to use the Services.
- **Beta Features** means alpha, beta, preview, early-access, or experimental features made available for evaluation purposes, as further described in Section 21.
- **Customer** means the institution, school district, organization, or individual (in the case of standalone use) that enters into an agreement, pilot authorization, or other written arrangement to use VerbalCheck, or that an Authorized User represents.
- **Documentation** means the user guides, help content, support materials, training materials, and other written platform documentation made available by Choice Pursuits.
- **Education Records** means has the meaning given in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(a)(4), and applicable implementing regulations.
- **Institutional Data** means all data, content, and information submitted to or generated by an institution or its Authorized Users through use of the Services, including Student Data.
- **Personal Data** means information that identifies, relates to, describes, or can reasonably be linked to an individual, as further described in the Privacy Policy.
- **Services** means the VerbalCheck platform, including standalone access, learning workflow support, assignment workflows, academic integrity support, AI-assisted review, reporting, file storage, audio services, administrative tools, Documentation, and support services.
- **Student Data** means Personal Data connected to a student, course, class, assignment, submission, recording, interview, evaluation, academic review, or Education Record.
- **Subprocessor** means a service provider engaged by Choice Pursuits to process Personal Data in support of VerbalCheck, as identified in the Subprocessor Register.
- **User Content** means content submitted to, uploaded to, or generated through the Services by Authorized Users or institutions, including assignments, questions, rubrics, documents, responses, recordings, transcripts, feedback, comments, and institutional materials.

## 4. Service Description

VerbalCheck supports academic integrity review, assignment workflows, interview workflows, authorship review, instructor review, AI-assisted help, audio services, transcription support, scoring support, reporting, course administration, and related instructional processes.

VerbalCheck may be used through standalone access, pilot access, demonstration access, institutional access, or integrated learning platform workflows when approved by an institution. Features may vary by user role, implementation, plan, institution, pilot configuration, and platform availability.

## 5. Pilot, Demonstration, Review, and Standalone Use

VerbalCheck may be offered as a pilot, review, demonstration, no-cost trial, early-access service, or standalone service. Such use may be subject to institutional approval, legal review, procurement review, security review, privacy review, accessibility review, onboarding, training, or other requirements set by an institution.

Standalone access does not automatically mean that a faculty member, employee, administrator, student, or other user is authorized to upload Student Data, student recordings, student work, Education Records, or institutional records. Authorized Users are responsible for confirming that their institution permits the intended use before submitting such information to VerbalCheck.

Choice Pursuits may request confirmation of authority, institutional approval, or appropriate contact information before permitting continued use that involves Student Data, Education Records, Institutional Data, or students under age 13.

## 6. Authority and Institutional Responsibilities

Institutional users must comply with institutional policies, student privacy requirements, procurement requirements, acceptable use policies, academic integrity procedures, accessibility obligations, records management requirements, and applicable law.

Faculty, administrators, staff, and other institutional users are responsible for ensuring they have authority to use VerbalCheck for the intended purpose and to submit the information they choose to submit.

Authorized Users must not upload Student Data, student recordings, student work, Education Records, or other institutional records unless they are authorized to do so.

Institutions remain responsible for final decisions involving grading, academic integrity findings, student discipline, accommodations, appeals, educational placement, eligibility, student rights, parent rights, and institutional records.

VerbalCheck does not replace institutional policies, academic integrity procedures, FERPA rights, parent rights, eligible student rights, disability accommodation procedures, appeal processes, due process requirements, or human professional judgment.

## 7. Accounts, Access, Credentials, and Authorized Users

**Authorized Users.** Institutional accounts may be used only by Authorized Users. The institution (or, in the case of standalone use, the account holder) is responsible for designating Authorized Users, ensuring they understand their obligations under these Terms, and revoking access promptly when an individual is no longer authorized.

**Accurate Information.** Authorized Users must provide accurate registration, account, institution, course, role, and contact information and must keep that information reasonably current.

**Credential Security.** Authorized Users are responsible for maintaining the confidentiality of login credentials and for all activity under their accounts, except to the extent caused by Choice Pursuits or its authorized service providers. Use of multi-factor authentication is strongly encouraged and may be required for administrative roles.

**Notification of Compromise.** Authorized Users must promptly notify Choice Pursuits ([security@choicepursuits.com](mailto:security@choicepursuits.com)) or their institution if they believe their account has been compromised, accessed without authorization, or used in a manner that may create a privacy, security, academic, or legal risk.

**Verification.** Choice Pursuits may require authentication, role verification, account review, or institutional confirmation before enabling access to certain features, administrative tools, Student Data, or institutional records.

## 8. Acceptable Use

Authorized Users may use VerbalCheck only for authorized educational, instructional, academic integrity, assessment, review, administrative, training, demonstration, or support purposes. Authorized Users must not:

- Access or attempt to access accounts, classes, assignments, records, systems, source code, administrative tools, or data without authorization.
- Bypass, disable, interfere with, test without authorization, or attempt to defeat security controls, access controls, audit logs, usage restrictions, rate limits, monitoring tools, or platform safeguards.
- Upload, transmit, store, or submit malware, harmful code, unlawful content, infringing content, defamatory content, abusive content, harassing content, exploitative content, or content that violates institutional policy or applicable law.

- Use VerbalCheck to harass, shame, intimidate, retaliate against, discriminate against, surveil, or unfairly target a student, employee, faculty member, administrator, or any other person.
- Use VerbalCheck as the sole basis for accusing a student of misconduct, assigning a penalty, changing a grade, denying a student right, making a disciplinary finding, making an accommodation decision, or making another decision that materially affects a student.
- Submit Student Data, Education Records, audio recordings, transcripts, assignments, or sensitive personal information that is not authorized, relevant, and reasonably necessary for the educational purpose.
- Scrape, crawl, harvest, copy, mirror, resell, sublicense, overload, disrupt, damage, reverse engineer, decompile, disassemble, modify, or create derivative works from VerbalCheck, except to the extent such restriction is prohibited by law or expressly permitted under a coordinated security research process.
- Use VerbalCheck, platform output, reports, workflows, prompts, Documentation, screenshots, or other materials to build, train, benchmark, evaluate, fine-tune, or improve a machine learning model or a competing product or service, without prior written permission from Choice Pursuits.
- Use automated systems, bots, or AI agents to access or interact with VerbalCheck other than through approved APIs or integration channels.
- Remove, obscure, or alter proprietary notices, security notices, confidentiality notices, attribution, trademarks, service marks, or product branding contained in VerbalCheck or related materials.
- Use VerbalCheck in any manner that violates export-control or sanctions laws as further described in Section 33.

Coordinated Security Research. Good-faith security research is welcomed under a coordinated disclosure approach. Researchers may contact [security@choicepursuits.com](mailto:security@choicepursuits.com) to discuss scope before testing, and Choice Pursuits will not pursue legal action against researchers who comply in good faith with a coordinated disclosure process and avoid privacy violations, data destruction, service degradation, and access to Student Data or production credentials. This safe harbor is described in greater detail in the Privacy Policy and the company's vulnerability disclosure documentation.

## 9. Student Data, Education Records, and Privacy

VerbalCheck processes information according to the Privacy Policy and, where applicable, a DPA, institutional agreement, pilot authorization, or written institutional instructions.

Student Data may include student identifiers, course information, assignment submissions, interview responses, audio files, transcripts, AI-assisted review materials, usage metadata, feedback, review history, and related academic records.

When VerbalCheck processes Education Records on behalf of a participating institution, Choice Pursuits is designated as a school official with a legitimate educational interest, subject to the institution's direct control regarding the use and maintenance of Education Records, consistent with FERPA.

**Data Minimization.** Authorized Users must not submit more Student Data than is reasonably necessary for the authorized educational purpose. Authorized Users should follow institutional guidance on minimization, redaction, access, retention, deletion, parent rights, eligible student rights, accessibility, and review procedures.

**Information Not to Submit.** Authorized Users should not submit Social Security numbers, driver license numbers, financial account numbers, medical records, disability records, unrelated disciplinary records, highly sensitive personal information, or information about individuals who are not part of the authorized workflow, unless the institution has specifically authorized that submission and determined it is lawful and appropriate.

## **10. Children and K–12 Use**

VerbalCheck is intended for educational use by institutions, faculty, administrators, and students under institutional authorization. VerbalCheck is not directed to children under age 13 for general consumer use.

If VerbalCheck is used in an elementary school, middle school, high school, district, homeschool program, or other setting involving students under age 13, the institution or authorized school representative is responsible for determining whether the use is permitted, whether the school may provide any required consent on behalf of parents or guardians under the school-authorized exception to the Children's Online Privacy Protection Act (COPPA), and whether additional parental notice, consent, or documentation is required.

Choice Pursuits may require a written institutional agreement, DPA, pilot authorization, or other written approval before supporting use involving students under age 13.

## **11. Recordings, Voice, Audio, and Transcripts**

If audio, recording, transcription, interview, speech-to-text, text-to-speech, or voice-based features are used, Authorized Users are responsible for ensuring that collection and use are permitted by institutional policy and applicable law, including state recording-consent laws (which in some states require all-party consent before recording a conversation).

Authorized Users should provide appropriate notice to students, parents, guardians, employees, faculty, or other individuals where required by law or institutional policy before recording, uploading, transcribing, or reviewing audio or voice-related information.

VerbalCheck is designed to process audio and transcript information to support educational workflows, transcription, instructor review, academic integrity review, accessibility support, and related platform functions. VerbalCheck is not intended to create, enroll, store, or use voiceprints, speaker identification templates, or other biometric identifiers for biometric identification or authentication, and does not generate biometric identifiers within the meaning of the Illinois Biometric Information Privacy Act (740 ILCS 14/), the Texas Capture or Use of Biometric Identifier Act (Tex. Bus. & Com. Code § 503.001), the Washington biometric identifiers statute (RCW 19.375), or analogous laws. If such functionality is ever offered, it will be separately disclosed and require written authorization from the institution before being enabled.

Authorized Users must not record or upload conversations, images, audio, video, or content unrelated to the authorized educational purpose.

## **12. AI-Assisted Output and Human Review**

VerbalCheck may use AI-assisted features to support instructors, administrators, students, and institutions. These features may provide summaries, retrieval results, authorship review support, speech-to-text output, text-to-speech output, audio services, scoring support, flags, comments, feedback suggestions, explanations, or other assistance.

VerbalCheck currently uses OpenAI as the active AI service provider. Choice Pursuits has enabled OpenAI's Zero Data Retention configuration for the API endpoints used by VerbalCheck, which is intended to prevent retention of prompt or completion content by OpenAI after a request is processed and to prevent use of customer content for training OpenAI models. The specific AI models in use are identified in the Subprocessor Register.

**Nature of AI Output.** AI-assisted output is probabilistic, context-dependent, and may contain errors, omissions, false positives, false negatives, incomplete reasoning, inaccurate summaries, unsupported conclusions, or outdated information. AI-assisted output is provided only as a decision-support tool for qualified human review.

**No Sole-Basis Use.** Authorized Users must not treat AI-assisted output, authorship analysis, similarity indicators, flags, summaries, transcripts, scoring assistance, or feedback suggestions as conclusive evidence of academic misconduct, authorship, dishonesty, grading performance, student intent, or violation of institutional policy.

**Human Decision Maker.** Any academic integrity action, grade adjustment, disciplinary action, appeal decision, accommodation decision, eligibility decision, or student rights decision must be made by an authorized human decision maker under applicable institutional policy and law.

**Reasonable Review.** Authorized Users are responsible for reviewing AI-assisted output, considering context, checking source materials, applying professional judgment, and following institutional

procedures before relying on the output for any instructional, academic, administrative, or student-related purpose.

### **13. Academic Integrity and Student Rights**

VerbalCheck is intended to support fair review and academic integrity processes. Authorized Users must not use VerbalCheck to avoid institutional obligations related to notice, review, documentation, student response, parent communication, disability accommodation, appeal rights, or due process.

Authorized Users must follow applicable institutional policy before taking any action that affects a student's grade, enrollment, discipline, eligibility, academic standing, course credit, or educational opportunity.

Choice Pursuits does not provide legal advice, disciplinary findings, academic misconduct determinations, grading decisions, or student rights determinations.

### **14. Subprocessors and Service Providers**

VerbalCheck uses Subprocessors and service providers to host, store, secure, deliver, and support the platform. The current Subprocessor Register, identifying each provider, the service provided, and the deployment status, is maintained at <https://verbalcheck.com/subprocessors> and is incorporated into these Terms by reference.

Choice Pursuits may update the Subprocessor Register as the platform changes. Advance notice, objection rights, and flow-down obligations applicable to Subprocessors that process institutional Student Data are governed by the DPA and the Privacy Policy.

Analytics features are based primarily on internal application analytics. No active external advertising analytics provider is used for Student Data unless separately disclosed.

### **15. User Content and Submitted Materials**

**Ownership.** Authorized Users and institutions retain ownership of their User Content, including assignments, questions, rubrics, documents, responses, recordings, transcripts, feedback, comments, institutional materials, and other submitted information, subject to any rights held by other persons or institutions.

**License to Choice Pursuits.** By submitting User Content to VerbalCheck, the user grants Choice Pursuits a limited, nonexclusive, worldwide, royalty-free right to host, store, copy, process, transmit, display, analyze, convert, transcribe, summarize, secure, support, and otherwise use the User Content only as reasonably necessary to provide, secure, support, maintain, and improve VerbalCheck according to these Terms, the Privacy Policy, any applicable DPA, and any applicable institutional agreement. This

license terminates with respect to specific User Content when that content is deleted from production systems in the ordinary course, subject to backup limitations described in the Privacy Policy.

No Sale; No Training on Student Data. Choice Pursuits will not sell Student Data, use Student Data for behavioral advertising, use Student Data for unrelated consumer profiling, or use customer Student Data to train Choice Pursuits owned or controlled models. Choice Pursuits configures AI Subprocessors to disable training use of customer content as further described in the Privacy Policy and DPA.

User Representations. Authorized Users represent that they have the necessary rights, authority, permissions, and institutional approval to submit User Content to VerbalCheck for the intended purpose.

## 16. Copyright Complaints and DMCA Notices

Choice Pursuits respects the intellectual property rights of others and responds to clear notices of alleged copyright infringement under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512.

Notice of Claimed Infringement. If you believe content available through VerbalCheck infringes a copyright you own or control, send a written notice to the designated agent below that includes:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work claimed to be infringed.
- Identification of the material claimed to be infringing and information reasonably sufficient to permit Choice Pursuits to locate the material.
- Contact information for the complaining party (address, telephone number, and email address).
- A statement that the complaining party has a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law.
- A statement, made under penalty of perjury, that the information in the notice is accurate and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

Designated DMCA Agent. Notices may be sent to:

<b>Designated DMCA Agent</b>	Choice Pursuits Technologies LLC – DMCA Agent
<b>Email</b>	dmca@choicepursuits.com
<b>Subject Line</b>	DMCA Notice – VerbalCheck

Counter-Notification. If you believe that material you posted to VerbalCheck was removed or disabled by mistake or misidentification, you may submit a counter-notification under 17 U.S.C. § 512(g) to dmca@choicepursuits.com that includes:

- Your physical or electronic signature.

- Identification of the material that was removed or disabled and the location at which it appeared before removal or disabling.
- A statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification.
- Your name, address, and telephone number; a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located, or, if your address is outside the United States, the federal district court in which Choice Pursuits may be found; and a statement that you will accept service of process from the person who provided the original notice or an agent of that person.

Upon receipt of a valid counter-notification, Choice Pursuits will follow the procedures set out in 17 U.S.C. § 512(g), including forwarding the counter-notification to the original complainant and, in the absence of a court action being filed within the statutory window, restoring the material.

**Repeat Infringer Policy.** Consistent with 17 U.S.C. § 512(i), Choice Pursuits has adopted and reasonably implements a policy providing for the termination, in appropriate circumstances, of accounts of Authorized Users who are repeat infringers of copyright. Termination decisions are made by Choice Pursuits in its reasonable discretion based on the totality of the circumstances.

**Misrepresentation.** Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake or misidentification, may be liable for damages.

## **17. Choice Pursuits Intellectual Property**

Choice Pursuits Technologies LLC retains all right, title, and interest in and to VerbalCheck, including the platform, software, source code, object code, user interface, workflows, prompts, configurations, designs, templates, Documentation, product names, trademarks, service marks, reports, examples, training materials, and all related intellectual property.

Except for the limited right to access and use VerbalCheck under these Terms or an applicable institutional agreement, no ownership rights are transferred to any user, institution, school, district, college, university, organization, or other entity.

Authorized Users may not copy, modify, translate, reverse engineer, decompile, disassemble, scrape, resell, sublicense, rent, lease, distribute, create derivative works from, or use VerbalCheck to develop a competing product or service, except to the extent such restriction is prohibited by law.

The VerbalCheck name, Choice Pursuits name, product logos, service marks, trade dress, and platform branding may not be used without prior written permission from Choice Pursuits.

## **18. Intellectual Property Indemnification by Choice Pursuits**

Subject to the limitations and exclusions in this Section, Choice Pursuits will defend the institution and, where applicable under an executed institutional agreement, the individual Authorized User against any third-party claim alleging that authorized use of the VerbalCheck platform (as delivered by Choice Pursuits) infringes a valid United States patent, copyright, trademark, or trade secret, and will indemnify the institution against amounts finally awarded by a court of competent jurisdiction or paid in settlement approved by Choice Pursuits, provided that the indemnified party: (a) promptly notifies Choice Pursuits in writing of the claim, (b) gives Choice Pursuits sole control of the defense and settlement (provided that Choice Pursuits will not settle in a way that imposes a non-monetary obligation on the indemnified party without consent), and (c) provides reasonable cooperation at Choice Pursuits' expense.

**Remedies.** If the Services become, or in Choice Pursuits' reasonable judgment are likely to become, the subject of an infringement claim, Choice Pursuits may, at its option and expense: (i) procure the right to continue use of the affected Services; (ii) modify the affected Services so they are non-infringing while substantially preserving their functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the affected Services and refund any prepaid fees covering the terminated period.

**Exclusions.** Choice Pursuits has no obligation under this Section for any claim arising from: (a) User Content or Institutional Data; (b) modifications to the Services not made or authorized by Choice Pursuits; (c) combination of the Services with third-party products, data, or processes not provided by Choice Pursuits, where the claim would not have arisen but for the combination; (d) use of the Services in violation of these Terms or applicable law; or (e) use of any Beta Features.

**Sole Remedy.** This Section states Choice Pursuits' sole obligation and the indemnified party's exclusive remedy for any third-party claim of intellectual property infringement by the Services.

## **19. Feedback**

Authorized Users may provide suggestions, comments, ideas, feature requests, error reports, training recommendations, or other feedback about VerbalCheck.

Unless otherwise agreed in writing, Choice Pursuits may use feedback to improve, develop, support, and market VerbalCheck without obligation to compensate the user, provided that Student Data, Education Records, confidential institutional information, and Personal Data are protected according to applicable privacy commitments.

Feedback should not include confidential Student Data or sensitive institutional information unless the submission is authorized and necessary for support or review.

## **20. Fees, Paid Services, and Future Commercial Terms**

VerbalCheck may be offered at no cost during a pilot, review, demonstration, or early-access period. No-cost access does not waive privacy, legal, institutional, procurement, data security, accessibility, academic integrity, or acceptable-use requirements.

Choice Pursuits may later offer paid plans, institutional licenses, subscriptions, implementation services, support services, training services, integrations, or other commercial arrangements. Any future paid use may require a separate written agreement, order form, purchase order, procurement review, or other approval process.

Fees, payment terms, taxes, renewal terms, cancellation terms, refund policies, automatic-renewal disclosures required by applicable consumer-protection law (including California Business and Professions Code § 17602 where applicable), and service levels will be stated in the applicable order form, invoice, written agreement, purchase order, or institutional arrangement when paid services are used.

## **21. Beta, Preview, and Experimental Features**

From time to time Choice Pursuits may make beta, preview, alpha, early-access, or experimental features available (“Beta Features”). Beta Features are provided for evaluation purposes only, may be incomplete or unstable, may be modified or discontinued at any time, and are not subject to any service-level commitments. To the maximum extent permitted by law, Beta Features are provided AS IS and WITH ALL FAULTS, with no warranties of any kind. Use of Beta Features with Student Data is subject to institutional approval and the protections of the Privacy Policy and DPA.

## **22. Accessibility**

Choice Pursuits is committed to reviewing accessibility issues and improving VerbalCheck over time. Authorized Users who encounter accessibility barriers should report them to [accessibility@choicepursuits.com](mailto:accessibility@choicepursuits.com) so they may be reviewed.

Documentation. Institutions may request accessibility information, accessibility review materials, and remediation discussions during vendor review, pilot review, procurement review, or implementation. Choice Pursuits will, on reasonable request from an institution, provide a current Voluntary Product Accessibility Template (VPAT) or substantially similar conformance documentation describing the platform’s alignment with the Web Content Accessibility Guidelines (WCAG) 2.1 (or successor) Level AA.

Accessibility concerns, accommodation needs, and student-specific accommodation decisions remain subject to institutional policies, applicable law (including Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), and the institution’s designated accessibility or disability services processes.

## **23. Availability, Changes, and Support**

VerbalCheck may change over time. Choice Pursuits may modify, improve, suspend, limit, replace, or discontinue features where reasonably necessary for security, reliability, legal compliance, product improvement, pilot administration, operational needs, vendor changes, or institutional requirements.

Choice Pursuits will use reasonable efforts to provide notice of material changes that significantly affect institutional use, Student Data, privacy, security, accessibility, or core platform functionality, unless immediate changes are needed for security, legal compliance, or operational protection.

**No Service-Level Commitment.** Unless expressly stated in an executed institutional agreement, order form, or written service-level addendum, the Services are provided without a service-level agreement and without any uptime, response-time, or availability commitment. Choice Pursuits uses commercially reasonable efforts to maintain availability.

Support channels may change as the platform develops. Authorized Users should use the support contact or support process provided by Choice Pursuits or their institution.

## **24. Suspension, Termination, and Data Return**

**Suspension and Termination by Choice Pursuits.** Choice Pursuits may suspend, limit, or terminate access if an Authorized User violates these Terms, creates a security risk, misuses Student Data, lacks authority to use the platform, violates institutional policy, violates applicable law, fails to protect account credentials, infringes intellectual property rights, or uses VerbalCheck in a way that may create legal, privacy, security, operational, academic, or reputational risk.

Choice Pursuits may also suspend access to protect the platform, users, institutions, service providers, Student Data, or systems from suspected misuse, unauthorized access, excessive load, security threats, or legal risk. Where the circumstances permit, Choice Pursuits will provide notice before suspension for non-emergency reasons.

**Termination by Customer.** An institution may terminate its use of VerbalCheck according to the applicable institutional agreement. A standalone or pilot user may terminate by ceasing use of the Services and contacting [privacy@choicepursuits.com](mailto:privacy@choicepursuits.com) to request account closure.

**Effect of Termination; Termination Assistance Period.** Following termination or expiration, the institution may export Institutional Data in a documented machine-readable format during a 60-day Termination Assistance Period, as further described in the Privacy Policy and the DPA. After that period, Choice Pursuits will delete Institutional Data from production systems within a commercially reasonable time, subject to legal obligations, security requirements, backup limitations described in the Privacy Policy, and reasonable technical constraints.

## **25. Disclaimers of Warranty**

To the maximum extent permitted by law, VerbalCheck is provided on an AS IS, AS AVAILABLE, and WITH ALL FAULTS basis. Choice Pursuits disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, reliability, uninterrupted operation, error-free operation, and compatibility with every system or institutional workflow.

Choice Pursuits does not warrant that VerbalCheck will detect all academic integrity concerns, prevent all misuse, produce accurate AI-assisted output, correctly determine authorship, satisfy every institutional policy, meet every procurement requirement, meet every accessibility requirement without additional review, or operate without interruption, delay, error, or security risk.

Authorized Users remain responsible for professional judgment, institutional compliance, student rights, final academic decisions, review procedures, appropriate use of the platform, and verification of output.

Nothing in this Section limits Choice Pursuits' express obligations under the Privacy Policy, the DPA, or an executed institutional agreement.

## 26. Limitation of Liability

To the maximum extent permitted by law, Choice Pursuits Technologies LLC and its owners, officers, employees, contractors, service providers, and agents will not be liable for indirect, incidental, consequential, special, exemplary, punitive, lost-profit, lost-revenue, lost-data, loss-of-goodwill, business-interruption, academic-outcome, disciplinary-outcome, reputational, procurement, or institutional damages arising from or related to VerbalCheck, even if advised of the possibility of such damages.

**Aggregate Cap.** Subject to the carve-outs below, Choice Pursuits Technologies LLC's total aggregate liability arising from or related to VerbalCheck will not exceed the greater of (a) one hundred dollars (\$100) or (b) the amount paid by the applicable user or institution for VerbalCheck during the twelve (12) month period preceding the event giving rise to the claim.

**Excluded Claims.** The cap above does NOT apply to, and there is no contractual cap on, liability arising from any of the following:

- Choice Pursuits' breach of its confidentiality obligations.
- Choice Pursuits' breach of its data protection or security obligations under the Privacy Policy or DPA, including obligations relating to Student Data, Education Records, voice and biometric data, encryption, Subprocessor management, data residency, retention, return, or deletion.
- Choice Pursuits' obligations relating to security-incident notification.
- Choice Pursuits' indemnification obligations under Section 18 (IP indemnification).
- Liability arising from gross negligence, willful misconduct, fraud, or violation of applicable law.
- Liability that cannot be limited or excluded under applicable law.

Allocation of Risk. The parties acknowledge that the limitations of liability in this Section are an essential basis of the bargain and would apply even if a remedy fails of its essential purpose.

If an executed institutional agreement provides a different liability standard, the executed institutional agreement controls for that institution to the extent of the conflict.

## **27. User Indemnification for Misuse**

To the maximum extent permitted by law, Authorized Users agree to defend, indemnify, and hold harmless Choice Pursuits Technologies LLC and its owners, officers, employees, contractors, service providers, and agents from and against claims, damages, liabilities, losses, costs, and expenses arising from or related to: misuse of VerbalCheck, unauthorized uploads of Student Data, unlawful content, infringement claims based on User Content, violation of institutional policy, violation of these Terms, unauthorized disclosure of data by the user, or use of VerbalCheck without required institutional approval.

This indemnification obligation does not apply to the extent prohibited by applicable law or modified by an executed institutional agreement, and does not require a public institution, school district, state agency, or governmental entity to assume an obligation prohibited by law.

Choice Pursuits will: (a) promptly notify the indemnifying party in writing of any claim subject to indemnification, (b) give the indemnifying party reasonable control of the defense and settlement (provided that Choice Pursuits may participate with counsel of its own choosing at its own expense, and the indemnifying party will not settle in a manner imposing a non-monetary obligation on Choice Pursuits without consent), and (c) provide reasonable cooperation at the indemnifying party's expense.

## **28. Public Institutions and Government Entity Terms**

Nothing in these Terms requires a public institution, school district, state agency, governmental entity, or public employee acting in an official capacity to waive sovereign immunity, violate state procurement law, assume an indemnity obligation prohibited by law, accept venue or governing law prohibited by law, pay amounts not authorized by law, or agree to any term that must be approved through a formal institutional process.

If an executed institutional agreement, purchase order, procurement document, state contract, or written authorization applies, that document controls for the institution to the extent of any conflict.

## **29. Marketing, Publicity, and Logo Use**

Choice Pursuits will not use the name, logo, seal, trademark, service mark, mascot, testimonial, endorsement, quote, likeness, or identifying information of an institution, school district, school, college, university, faculty member, administrator, student, parent, or guardian in marketing,

advertising, press releases, customer lists, case studies, social media, presentations, public statements, or promotional materials without prior written consent from an authorized representative.

Participation in a pilot, demonstration, review, no-cost trial, procurement review, security review, privacy review, or accessibility review does not create permission for public marketing, public endorsement, or logo use.

Choice Pursuits may refer privately to an institution, user, or contact as needed for support, procurement, legal review, privacy review, security review, accessibility review, implementation, account administration, or internal business records.

### **30. Confidentiality**

Authorized Users may receive access to nonpublic platform information, Beta Features, security information, institutional information, support communications, or other confidential information. Authorized Users must protect such information using at least the same degree of care they use to protect their own confidential information of similar importance (and no less than a reasonable degree of care) and use it only for authorized purposes.

Choice Pursuits will protect Student Data, Personal Data, and confidential institutional information according to the Privacy Policy, the DPA, applicable institutional agreement, and applicable law.

Exceptions. This Section does not restrict information that is or becomes publicly available through no breach of these Terms, was independently developed without use of the other party's confidential information, was lawfully received from another source without restriction, or is required to be disclosed by law (provided that legally required disclosures are handled appropriately where notice is permitted).

### **31. Compliance with Law and Policy**

Authorized Users agree to comply with all applicable laws, regulations, institutional policies, academic integrity procedures, student privacy requirements, accessibility requirements, records requirements, intellectual property requirements, and acceptable-use requirements.

Authorized Users are responsible for determining whether their intended use of VerbalCheck is permitted by their institution and applicable law. Choice Pursuits may decline, suspend, or limit use that appears inconsistent with legal, privacy, security, institutional, or student rights requirements.

### **32. Export Controls and Sanctions Compliance**

Authorized Users agree not to access or use VerbalCheck from, or to export, re-export, or transfer VerbalCheck or platform output to, any country, person, or entity subject to United States economic sanctions administered by the Office of Foreign Assets Control (OFAC), restrictions under the United

States Export Administration Regulations (EAR), or other applicable export-control or sanctions laws. Authorized Users represent that they are not located in, or a national or resident of, an embargoed country and are not on any United States government restricted-party list (including the OFAC Specially Designated Nationals List, the Commerce Department's Denied Persons List, and the Entity List).

### **33. Force Majeure**

Choice Pursuits Technologies LLC will not be responsible or liable for delay, failure, interruption, or inability to perform caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, severe weather, labor disruptions, internet failures, hosting provider failures, utility failures, cyberattacks, denial-of-service attacks, war, terrorism, civil unrest, government action, pandemic, emergency orders, supply-chain disruption, or failure of third-party service providers.

Choice Pursuits will use reasonable efforts to resume affected services when practical under the circumstances. Force majeure does not excuse payment obligations that have already accrued.

### **34. Notices**

Notices to Choice Pursuits. Legal notices to Choice Pursuits under these Terms must be sent in writing by email to [legal@choicepursuits.com](mailto:legal@choicepursuits.com), with a copy by mail to Choice Pursuits Technologies LLC, attention: Legal, at the address published on [verbalcheck.com](http://verbalcheck.com). Notices relating to specific topics may also be sent to: [privacy@choicepursuits.com](mailto:privacy@choicepursuits.com) (privacy matters), [security@choicepursuits.com](mailto:security@choicepursuits.com) (security matters), [accessibility@choicepursuits.com](mailto:accessibility@choicepursuits.com) (accessibility matters), or [dmca@choicepursuits.com](mailto:dmca@choicepursuits.com) (DMCA matters).

Notices to Users. Choice Pursuits may give notices to Authorized Users and institutions by email to the address on file, by posting a notice within the platform, by posting on [verbalcheck.com](http://verbalcheck.com), or through any institutional notification process. Authorized Users are responsible for keeping their contact information current.

Effective Time. Notices are effective on the date sent by email or platform posting, or the date received if sent by mail.

### **35. Modification of These Terms**

Choice Pursuits may update these Terms from time to time as VerbalCheck changes, laws evolve, risk profiles change, or institutional requirements require clarification. Updated Terms will include a new effective date and version number, and material changes will be summarized in the Revision History.

Notice of Material Changes. For material changes (changes that materially expand user obligations, materially reduce user rights, or materially affect institutional Student Data, privacy, security, or core platform functionality), Choice Pursuits will provide at least 30 days' advance notice before the change takes effect, where reasonably practicable, through the website, the platform, email, institutional

notice, or another appropriate method. Some changes may take effect immediately when needed for security, legal compliance, service protection, or prevention of misuse.

Continued Use. Continued use of VerbalCheck after the effective date of updated Terms constitutes acceptance of the updated Terms, unless an executed institutional agreement provides otherwise. If a user does not agree to the updated Terms, the user must stop using VerbalCheck.

Material changes that affect institutional Student Data, privacy, security, or school-approved use may be handled through the applicable institutional agreement, DPA, or written notice process.

## **36. Electronic Communications, Records, and Signatures**

By clicking an acceptance button, creating an account, logging in, accessing VerbalCheck, using VerbalCheck, submitting an order, approving a pilot, or otherwise indicating acceptance electronically, the user consents to do business electronically and agrees that such action constitutes an electronic signature with the same legal effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C. § 7001 et seq., and applicable state Uniform Electronic Transactions Act (UETA) statutes.

Authorized Users consent to receive these Terms, notices, disclosures, policy updates, service communications, support communications, and related records electronically, unless a different method is required by an executed institutional agreement or applicable law. Users may withdraw consent to electronic communications by contacting [privacy@choicepursuits.com](mailto:privacy@choicepursuits.com), recognizing that withdrawal may affect the ability to provide certain Services.

Authorized Users are responsible for maintaining a current email address and for reviewing notices made available through the platform, website, email, or institutional communication channels.

## **37. Limitations Period for Claims**

To the maximum extent permitted by applicable law, any claim arising from or related to these Terms or VerbalCheck must be filed within one (1) year after the cause of action accrues, or it is permanently barred. This limitations period does not apply where prohibited by law, including where a longer limitations period is required for claims by a public institution, state agency, governmental entity, or claims arising under state student privacy statutes that establish their own limitations period.

## **38. Informal Dispute Resolution**

Before initiating litigation arising from or related to these Terms or VerbalCheck, the parties will attempt to resolve the dispute informally. The party raising the dispute will provide written notice describing the dispute and the requested resolution to the other party (in the case of Choice Pursuits, to [legal@choicepursuits.com](mailto:legal@choicepursuits.com)). The parties will then negotiate in good faith for at least sixty (60) days

before commencing legal action, except that this Section does not prevent either party from seeking injunctive or equitable relief at any time to protect intellectual property, confidential information, security, or data protection interests.

Nothing in this Section requires a public institution, school district, state agency, or governmental entity to delay statutory remedies, audit rights, or regulatory action.

## **39. Governing Law and Venue**

These Terms are governed by the laws of the State of Oklahoma, United States, without regard to conflict-of-law principles, unless another governing law is required by an executed institutional agreement or applicable law.

For end-user disputes not governed by an executed institutional agreement, any dispute arising from or related to these Terms or VerbalCheck will be brought exclusively in the state or federal courts located in Oklahoma County, Oklahoma, and each party consents to personal jurisdiction and venue in those courts to the maximum extent permitted by law.

UN CISG. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Nothing in this Section overrides a mandatory legal requirement applicable to a public institution, school district, state agency, governmental entity, or executed institutional agreement.

## **40. Miscellaneous**

**Severability.** If any provision of these Terms is found unenforceable, the remaining provisions will remain in effect to the maximum extent permitted by law, and the unenforceable provision will be interpreted or replaced to best accomplish its intended purpose.

**No Waiver.** Failure to enforce a provision of these Terms does not waive the right to enforce that provision later. A waiver is effective only in writing signed by the waiving party.

**Assignment.** Authorized Users may not assign or transfer their rights or obligations under these Terms without prior written permission from Choice Pursuits, except where an executed institutional agreement provides otherwise. Choice Pursuits may assign these Terms in connection with a merger, acquisition, reorganization, sale of assets, change in control, or transfer of the VerbalCheck business, subject to applicable privacy and institutional obligations and to the successor entity assuming Choice Pursuits' obligations under the Privacy Policy and DPA.

**Independent Contractors.** The parties are independent contractors. These Terms do not create any partnership, joint venture, agency, or employment relationship.

**Third-Party Beneficiaries.** These Terms do not create any third-party beneficiary rights, except that the parent or guardian of a minor student may enforce rights expressly granted to them by these Terms or the Privacy Policy, and Choice Pursuits' Subprocessors are intended third-party beneficiaries of the limitations of liability and warranty disclaimers to the same extent they apply to Choice Pursuits.

**Headings; Interpretation.** Section headings are for convenience only and do not affect interpretation. The words "include" and "including" are not words of limitation. References to a statute include its implementing regulations and successor provisions.

**Entire Agreement.** These Terms, together with the Privacy Policy, the DPA, the Subprocessor Register, and any executed institutional agreement, constitute the entire agreement between the parties regarding the subject matter and supersede prior or contemporaneous communications on that subject.

## 41. Survival

Sections relating to intellectual property, User Content licenses, confidentiality, Student Data, privacy, acceptable use violations, disclaimers, limitation of liability, indemnification, governing law, venue, dispute resolution, limitations period, data return or deletion, institutional cooperation, and any obligations that by their nature should survive will survive termination or expiration of these Terms.

## 42. Contact

<b>Company</b>	Choice Pursuits Technologies LLC
<b>Product</b>	VerbalCheck
<b>Privacy</b>	privacy@choicepursuits.com
<b>Security</b>	security@choicepursuits.com
<b>Accessibility</b>	accessibility@choicepursuits.com
<b>DMCA Notices</b>	dmca@choicepursuits.com
<b>Legal Notices</b>	legal@choicepursuits.com
<b>Support</b>	support@choicepursuits.com
<b>Subprocessor Register</b>	<a href="https://verbalcheck.com/subprocessors">https://verbalcheck.com/subprocessors</a>

## Revision History

Version	Effective Date	Summary of Changes
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1.0	May 8, 2026	Initial published version. Consolidates the prior public Terms (revision dated May 7, 2026); harmonizes definitions and references with the Privacy Policy and DPA; documents OpenAI Zero Data Retention configuration; strengthens biometric / voiceprint statement (BIPA, Texas CUBI, Washington); adds DMCA agent and notice procedure; adds beta-features disclaimer; adds export-controls and sanctions section; adds informal dispute-resolution step; adds coordinated security research carve-out to acceptable use; adds E-SIGN / UETA references; carves security, confidentiality, indemnity, and data-protection obligations out of the liability cap; references the centralized Subprocessor Register; adds dedicated accessibility, security, DMCA, and legal contact addresses.
1.1	May 16, 2026	Legal review revisions: adds Last Updated date; adds dedicated Definitions section (including Authorized User, Customer, Documentation, Institutional Data, Personal Data, User Content); adds Authorized Users provisions to account section; strengthens anti-scraping and anti-AI-training prohibitions; adds explicit coordinated security research scope guidance; adds complete DMCA counter-notification procedure under 17 U.S.C. § 512(g); adds explicit repeat-infringer policy and § 512(f) misrepresentation reference; adds Section 18 Intellectual Property Indemnification by Choice Pursuits (defense, modify-procure-refund remedy ladder, standard exclusions, sole remedy); adds VPAT / WCAG 2.1 Level AA documentation commitment; adds explicit no-SLA disclaimer; adds explicit 60-day Termination Assistance Period reference; adds detailed indemnification mechanics (notice, control, cooperation); adds essential-basis-of-bargain and remedy-failure language to limitation of liability; references CCPA auto-renewal disclosure (Cal. Bus. & Prof. Code § 17602); adds OFAC SDN, Denied Persons, and Entity List references; adds dedicated Notices section; adds 30-day advance-notice commitment for material Terms changes; adds 1-year limitations period (with public-institution and student-privacy-statute carve-outs); adds UN CISG exclusion; consolidates Severability / No Waiver / Assignment / Third-Party Beneficiaries / Headings / Entire Agreement into Section 40; clarifies successor-entity assumption of Privacy Policy and DPA obligations on assignment.