

Agrader Terms of Service

Updated: August 27th 2025

The Agrader.ai website and its applications (“Agrader”, “Service”) are a hosted service operated by **BASH.AI LLC**. Any use of the Service is subject to these Terms and Conditions of Service (“Terms of Service” or “Terms”), as well as to Agrader’s [Privacy Policy](#), all of which are incorporated by reference into these Terms of Service. Your use of the Service constitutes your acceptance of these.

Terms of Service

- 1. Eligibility.** Use of the Service is void where prohibited. The Service is intended for users over the age of 13. If you are under 13, you may not use the Service. If you are under the age of 18, you represent that you have obtained consent from your parent or legal guardian to use the Service. By using the Service, you represent and warrant that:
 - (a) all registration information you submit is truthful and accurate;
 - (b) you will maintain the accuracy of such information; and
 - (c) your use of the Service does not violate any applicable law or regulation.
- 2. Your Agrader Account.** If you create an account on the Service through Clerk, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. Accounts are for individual, not organizational, use by a single person only. You may not share your account with any other person. You must notify Agrader immediately of any unauthorized uses of your data, your account or any other breaches of security. Agrader will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- 3. Subscriptions.** You have the option to purchase a subscription plan, which offers an upgraded experience with additional features or functionality for your Agrader account ("**Subscription**"). Subscriptions may be purchased by paying a

recurring subscription fee. The specific features included in the Subscription plan are described on our website at the time of purchase.

1. **Subscriptions** are billed through **Stripe** and are yearly recurring.
2. **To Cancel Your Subscription:** You may cancel your Subscription at any time. If your Subscription is set to automatically renew, you must cancel at least 1 day prior to the expiration of the Subscription term in order to avoid additional charges. You may continue to enjoy your Subscription benefits until that date, after which your Subscription will terminate and your account will automatically downgrade. You can cancel your Subscription in your account settings
3. **Refunds:** Except where required by law, Subscriptions purchased directly through Agrader are non-refundable. We do not provide any refunds if the price for Subscription plans drops, or if we offer subsequent promotion pricing or change the content or features of the Service.
4. **Price changes:** We may change the price for Subscriptions from time to time. We will communicate any price changes to you in advance. Price changes for Subscriptions will take effect on the next renewal date following the date of the price change. As permitted by local law, you accept the new price by continuing to maintain your Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by canceling from the Subscription prior to the price change going into effect. Please be sure to read any such notification of price changes carefully.
5. **Renewal:** All Subscriptions automatically renew at the end of each term until canceled by you. By purchasing a Subscription, you consent to recurring charges until you cancel. After you enroll, we will send you an email acknowledgment of your Subscription including pricing, renewal terms, and cancellation instructions. For annual Subscriptions, we will also send you a reminder email 7–30 days before renewal (as required by law in certain jurisdictions).
6. **Taxes:** All fees are stated exclusive of applicable taxes unless otherwise noted. You are responsible for paying any applicable sales, VAT, GST, or similar taxes. If a pricing error occurs, we reserve the right to correct the

error and either (a) adjust your invoice, or (b) cancel the order and refund any amounts paid.

7. **Payment chargeback:** If your payment method fails, we may grant a short grace period but reserve the right to suspend or terminate your Subscription until payment is successfully processed. You remain responsible for any unpaid amounts. If you initiate a chargeback or reversal that is later found to be invalid, you agree to reimburse us for any resulting fees, costs, or expenses.
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4. **Prohibited Activities.** You may only engage in educational and study-related activities while using the Service. The following are examples of the kind of activity that is prohibited on the Service. Agrader reserves the right to investigate and take appropriate legal action against anyone who, in Agrader's sole discretion, violates this provision, including without limitation, terminating your account and/or access to the Service, reporting you to appropriate governmental authorities, including law enforcement, or seeking other legal remedies. Prohibited activity includes, but is not limited to:
 1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
 2. circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Service, including, without limitation, engaging in scraping or other automated extraction of the Service or Content;
 3. impersonating or attempting to impersonate another user, person or entity;
 4. using the account, username, or password of another user at any time, or disclosing your password to any third party, or permitting any third party to access your account;
 5. using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do so;

6. activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of, or access to, a computer or a computer network;
7. any automated use of the system, such as, but not limited to, using scripts to create or post Content, including, without limitation, scraping or other automated extraction of the Service or Content;
8. interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service;
9. displaying an unauthorized commercial advertisement on the Service, or accepting payment or anything of value from a third party in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Service on behalf of that party;
10. reproducing, duplicating, copying, selling, reselling, trading, or exploiting for any commercial purposes, any portion of, or access to, the Content and/or functionality offered through the Service, unless you have been specifically allowed to do so in a separate agreement;
11. using the Service in a manner inconsistent with any and all applicable laws or regulations.

5. Copyright Infringement and DMCA Policy. Agrader respects the intellectual property rights of others. If you believe that material located on or linked to by Agrader violates your copyright, you are encouraged to notify Agrader. Agrader will respond to all such notices, including by removing the infringing Content or disabling all links to the infringing Content, as required or appropriate.

6. Changes to the Service and Terms. The Service, including without limitation all content there available, product and Subscription features, any and all of Agrader's policies, and these Terms of Service, may be changed at the sole discretion of Agrader without notice. You are bound by any such updates or changes, including but not limited to those affecting these Terms of Service, and as such, you should periodically review these Terms of Service.

7. User Content (Ownership; License; Retention)

1. **Ownership.** You **retain all rights** in essays and other written works you upload (“**User Content**”). Agrader does **not** claim ownership of User Content.
2. **Limited License to Agrader.** Solely to provide the Service (including processing, grading, generating feedback, and delivering results to you), you grant Agrader a **non-exclusive, worldwide, royalty-free license** to host, process, analyze, and transmit your User Content. This license terminates when your User Content is deleted from our systems under 7.4.
3. **Retention. Essay uploads** are processed for grading and may be retained temporarily during processing. Final AI-generated feedback is stored and linked to your account.
4. **Feedback PDFs, practice test submissions, and scores** are retained in your account until you delete them, or until your account is deleted.
5. **Chat sessions and messages** (where applicable) are retained to provide continuity of the Service and may be deleted by you at any time through your account settings.
6. **AI Training** Agrader does not use User Content or Generated Content to train or improve underlying large language models or other AI systems, unless you provide explicit opt-in consent. User Content may be processed by third-party service providers (such as AI model providers, hosting services, and authentication/payment processors) solely as necessary to deliver the Service. Our collection and use of your data is further described in our Privacy Policy.
7. **Your Responsibilities.** You represent and warrant that you have all rights necessary to submit User Content and that your submission and our processing do not infringe or violate any third-party rights or laws.

8. Generated Content

1. **Ownership.** Agrader owns the Service, including its workflows, grading pipelines, and presentation of results. The underlying large language models and other AI technologies are provided by third-party providers (e.g., OpenAI) under their own terms and licenses. Agrader does not claim ownership of such models.

2. **License to You.** Agrader grants you a perpetual, non-exclusive, non-transferable, royalty-free license to use, download, and share Generated Content solely for your personal, educational use.
3. **Restrictions.** Except where expressly permitted by Agrader, you may not sell, sublicense, redistribute, or commercially exploit Generated Content. Any use of Generated Content outside personal educational purposes requires Agrader's prior written consent.
4. **No Guarantee.** Generated Content is provided "as is" and subject to the AI Feedback Disclaimer in **Section 9**.

9. AI Feedback Disclaimer (No guarantee)

1. The Service provides **AI-generated grading and feedback** aligned to academic rubrics **for educational purposes only**.
2. Agrader is **not affiliated** with the College Board, International Baccalaureate, or any testing organization. Feedback is **not** an official score, certification, or guarantee of performance on any exam or assignment.
3. Agrader does **not** warrant that AI feedback will be error-free, 100% accurate, or predictive of any outcome. You use results at **your own discretion and risk**.

10. Intellectual Property (Service Materials)

1. The Service (including software, site design, logos, and other materials, excluding User Content) is owned by **BASH.AI LLC** or its licensors and is protected by intellectual property laws.
2. Except for your personal educational use, you may not copy, modify, distribute, sell, or exploit the Service or its content without our prior written consent.

11. LIMITATION OF WARRANTIES OF AGRADER, ITS SUPPLIERS AND ITS LICENSORS. EXCEPT AS OTHERWISE EXPRESSLY STATED, ALL CONTENT POSTED TO OR AVAILABLE FROM THE SERVICE IS PROVIDED "AS IS," AND AGRADER (BASH.AI LLC), ITS SUPPLIERS, AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT AGRADER, ITS SUPPLIERS, AND ITS LICENSORS WILL HAVE NO

LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT OR THE USE OF THE SERVICE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY OF AGRADER, ITS SUPPLIERS AND ITS LICENSORS. EXCEPT AS OTHERWISE EXPRESSLY STATED, IN NO CIRCUMSTANCE WILL AGRADER (BASH.AI LLC), ITS SUBSIDIARIES, ITS SUPPLIERS, OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RESULTING FROM ANY USE OF THE SERVICE, OR THE CONTENTS THEREOF OR OF ANY HYPERLINKED WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF AGRADER, ITS SUPPLIERS, OR ITS LICENSORS WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST AGRADER (BASH.AI LLC), ITS SUPPLIERS, AND ITS LICENSORS ARISING FROM, OR RELATED TO, USE OF THE SERVICE, OR THE CONTENTS THEREOF, OR OF ANY HYPERLINKED WEBSITE, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO AGRADER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE A CLAIM IS MADE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK.

13. Dispute Resolution (Informal Process; Governing Law and Venue)

1. **Informal Resolution.** Before filing any claim, you and Agrader agree to try to resolve the dispute informally for **30 days**. Start this process by emailing **support@agrader.ai** with subject line “**Dispute Notice**”, your name, the email on your account, your mailing address, a description of the dispute, and the relief you seek. Agrader will send any notice to the email or billing address on file.
2. **Governing Law.** These Terms and any dispute or claim arising out of or relating to them or the Service are governed by the laws of the **State of Florida, USA**, without regard to conflict-of-laws rules.

3. **Venue.** Subject to applicable law, you and Agrader submit to the **exclusive jurisdiction and venue** of the state and federal courts located in **Orange County, Florida** for all disputes that are not otherwise subject to small-claims jurisdiction.
4. **Small Claims.** Either party may bring an individual claim in **small claims court** in a jurisdiction with appropriate venue.

14. Arbitration and Class Action Waiver (U.S. Users Only)

1. **Binding Arbitration.** You and Agrader agree to resolve any disputes, claims, or controversies arising out of or relating to these Terms or your use of the Service (collectively, “Disputes”) through final and binding individual arbitration, rather than in court, except as set forth below. This means that you and Agrader each waive the right to a jury trial.
2. **No Class Actions.** You and Agrader agree that Disputes will be resolved only on an individual basis and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.
3. **Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect. The arbitration will take place in Orange County, Florida, unless you and Agrader agree otherwise. The arbitrator may award damages and relief on an individual basis only and only to the extent necessary to satisfy your individual claim.
4. **Opt-Out.** You may opt out of arbitration and the class action waiver by sending an email to [support@agrader.ai] within 30 days of first accepting these Terms. If you opt out, you will retain your right to litigate disputes in court subject to the “Governing Law and Venue” section.
5. **Exceptions.** Either party may bring an individual action in small claims court, or seek injunctive or equitable relief in a court of competent jurisdiction for claims relating to intellectual property or unauthorized use of the Service.
6. **Severability.** If the prohibition against class actions is found unenforceable, then the entirety of this Arbitration section will be null and void.

15. Governing Law and Venue These Terms and any dispute or claim arising out of or relating to them or the Service are governed by the laws of the **State of Florida, USA**, without regard to conflict-of-laws rules. Subject to any small-claims exception or agreed arbitration procedure (if any), you and **BASH.AI**

LLC submit to the **exclusive jurisdiction and venue** of the state and federal courts located in **Orange County, Florida**.

16. General Representations; Compliance. You represent and warrant that your use of the Service will be in accordance with these Terms, Agrader's Privacy Policy, and all applicable laws and regulations, including local laws regarding online conduct and acceptable content and all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

17. Indemnification. You agree to indemnify and hold harmless BASH.AI LLC and its affiliates, directors, officers, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising directly from:

- (a) your use of the Service in violation of these Terms or applicable law;
- (b) your User Content, to the extent it infringes or misappropriates a third party's rights; or
- (c) your intentional misconduct.

This obligation does not apply to the extent that the claim arises from Agrader's own negligence, willful misconduct, or breach of these Terms

18. Assignment. You may not assign or transfer these Terms, or any rights or obligations hereunder, without Agrader's prior written consent. **BASH.AI LLC** may assign these Terms, in whole or in part, without restriction. These Terms bind and inure to the benefit of the parties and their respective successors and permitted assigns.

19. Severability If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

20. Non-Waiver Any failure by Agrader to enforce any provision of these Terms shall not constitute a waiver of future enforcement of that or any other provision.

21. Notices Notices to Agrader must be sent to support@agrader.ai (and, if required by law, to our registered mailing address listed on our website). We may provide notices to you via email to the address associated with your account or through the Service.

22. Force Majeure Agrader will not be liable for any delay or failure in performance resulting from acts beyond its reasonable control, including acts of God, labor disputes, utility failures, power outages, internet disturbances, governmental actions, wars, pandemics, or natural disasters.

23. Entire Agreement; No Third-Party Beneficiaries; Headings. These Terms, together with the Privacy Policy, constitute the entire agreement between you and Agrader regarding the Service and supersede all prior or contemporaneous agreements on that subject. There are no third-party beneficiaries to these Terms. Section headings are for convenience only and have no legal effect.

24. EU/UK Withdrawal Right. If you are a consumer in the EU or UK, you may have a 14-day right of withdrawal for distance contracts. By purchasing a Subscription that begins immediately, you expressly request immediate performance and acknowledge that you lose the right of withdrawal once the service is fully performed (and proportionate charges may apply for partial performance before withdrawal). Local mandatory consumer rights remain unaffected.

25. Third-Party Services. We use third parties to operate the Service (including, without limitation, **Clerk** for authentication and **Stripe** for payments, as well as hosting and AI model providers). Your use of features powered by these providers may also be subject to their terms and privacy policies (“Third-Party Terms”). We may share information with such providers as reasonably necessary to operate the Service. We may change third-party providers at any time.

1. **Links.** The Service may contain links to third-party websites or services. We do not control and are not responsible for third-party content, products, or practices. Your use of third-party sites or services is at your own risk and subject to the applicable Third-Party Terms.

26. Survival The following provisions survive termination or expiration of these Terms or your account: User Content (ownership/license/retention), Intellectual Property, Payments (to the extent amounts are owed), Limitation of Warranties, Limitation of Liability, Indemnification, Governing Law and Venue, and this Survival clause, along with any other terms which by their nature should survive.

27. Termination and Suspension. Agrader may suspend or terminate your account and access to the Service, in whole or in part, at any time and without notice if, in our sole discretion, we believe

1. you have violated these Terms,
2. your use of the Service poses a risk of harm, fraud, or legal liability to Agrader or any third party,
3. your subscription payment is overdue, or
4. we are required to do so by law. Upon termination, your right to use the Service will immediately cease. You remain responsible for any unpaid amounts.

Agrader may, but is not obligated to, retain or delete your User Content and Generated Content associated with your account. Certain provisions of these Terms (including User Content, Generated Content, Intellectual Property, Limitation of Liability, Indemnification, Governing Law, and Survival) will continue to apply after termination. You may terminate your account at any time through your account settings. If you terminate your Subscription, you may continue to access your account until the end of the current paid term, but no refunds will be issued except as required by law.

28. License to Use the Service. Subject to these Terms, Agrader grants you a **limited, non-exclusive, non-transferable, revocable** license to access and use the Service for your **personal, educational** use.

Except to the extent a restriction is prohibited by law, you **may not**:

(a) copy, modify, distribute, sell, lease, sublicense, or create derivative works of the Service;

(b) **reverse engineer**, decompile, or attempt to extract source code or underlying models;

(c) bypass, remove, or circumvent security or access-control measures or **rate limits**;

(d) use the Service to build, train, or improve a competing product or service;

(e) perform automated scraping, bulk or high-volume requests outside any

documented interfaces;

(f) remove proprietary notices or branding; or

(g) use the Service in violation of these Terms or applicable law.

Agrader may suspend or revoke this license at any time for violations of these Terms.