

TomoClub Terms of Service

Last Updated: August 1, 2025

These Terms of Service (“Terms”) outline the terms and conditions governing your use of TomoClub’s websites, digital applications, educational programs, AI literacy modules, professional development resources for educators, and any other related products or services offered by TomoClub (“Services”). By accessing or using any part of our Services, you (“You,” “User,” or “Institution”) agree to be bound by these Terms, along with our Privacy Policy. If you do not agree with these Terms, please refrain from accessing or using our Services.

1. Acceptance of Terms

By using TomoClub’s Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you are accessing TomoClub on behalf of a school, district, or educational institution, you affirm that you have the legal authority to bind such an entity to these Terms. Users under the age of 18 may only use the Services under the consent and supervision of a parent, legal guardian, or educational institution. Any updates to these Terms will be published on our website with a revised effective date. Continued use of the Services following changes constitutes your acceptance of the updated Terms.

2. Eligibility

You must be legally capable of entering into a binding agreement to use TomoClub’s Services. Use by individuals under 13 years of age is strictly limited and must occur only through schools or institutions that have obtained verifiable parental consent as required by the Children’s Online Privacy Protection Act (COPPA). If we determine that a user does not meet these eligibility requirements, we reserve the right to suspend or terminate their access immediately.

3. Accounts & Registration

Educational institutions may create accounts for educators and students. Each user must provide accurate and current information during the registration process. Users are responsible for maintaining the confidentiality of their usernames and passwords and for all activities that occur under their accounts. If you believe your account has been compromised or accessed without authorization, you must notify TomoClub immediately. TomoClub is not liable for any loss or damage resulting from unauthorized account use.

4. Use of Services

You agree to use TomoClub only for legitimate educational purposes that align with our mission to enhance student development through critical thinking and digital literacy. You shall not:

- Attempt unauthorized or automated access to the Services through bots, scripts, or other non-human means
- Engage in activities such as reverse engineering, copying, scraping, or exploiting the platform's content or structure
- Disrupt or interfere with system operations, server load, or data integrity
- Use TomoClub for non-educational, commercial, or malicious purposes

TomoClub reserves the right to monitor usage, restrict access, or discontinue features without notice to ensure compliance and service integrity.

5. Student Accounts & COPPA

For students under 13 years of age, accounts must be created and supervised by a school, district, or verified educator. The educational institution assumes full responsibility for obtaining verifiable parental consent in accordance with COPPA regulations before providing students access. TomoClub does not independently collect information from children under 13 without such verified authorization. Schools must ensure compliance with all applicable child protection laws and may be required to provide evidence of parental consent if requested.

6. Educator & Institutional Use

Educators and staff accessing TomoClub must be authorized personnel of an educational institution. Institutions are expected to manage account credentials responsibly, including:

- Assigning and revoking staff access as employment status changes
- Ensuring that only authorized users can manage student data and settings
- Reporting any security breaches or unauthorized attempts to access restricted content

TomoClub will work with institutions to investigate and resolve any unauthorized usage concerns.

7. Intellectual Property

All content on TomoClub—including curriculum materials, game-based learning modules, videos, training resources, and proprietary software—is owned and copyrighted by TomoClub. By using the Services, you receive a limited, non-exclusive, non-transferable license to use these materials solely for non-commercial, educational purposes. You may not copy, alter, distribute, sublicense, or reuse the materials outside of their intended educational delivery without explicit written consent from TomoClub.

8. License to Work Product

TomoClub values collaborative innovation. Any derivative content, improvements, or modifications made by you using our platform—including but not limited to lesson plans, custom assessments, or integration workflows—shall be deemed the property of TomoClub, except where such materials consist solely of original student work. You grant TomoClub an irrevocable, worldwide, royalty-free license to use feedback, contributions, or enhancements you provide for the improvement of the Services.

9. Privacy & Data Usage (COPPA and FERPA)

TomoClub is committed to protecting user privacy and student data. When partnered with U.S. educational institutions, TomoClub acts as a “school official” under the Family Educational Rights and Privacy Act (FERPA). All student data remains the property of the school and is used solely for educational purposes. We do not sell student information or use it for advertising. Our data practices are governed by our Privacy Policy, which outlines our compliance with both FERPA and COPPA standards.

10. Third-Party Services

To streamline access, TomoClub may allow logins via third-party platforms such as Google, Microsoft, or Clever. These services may share basic user data (e.g., name, email address) with TomoClub upon authorization. You may revoke access to third-party integrations at any time through your settings within those platforms. TomoClub is not responsible for the terms and conditions or data handling practices of these third-party providers.

11. Disclaimers & Warranties

The Services are provided “as is” and “as available,” without warranties of any kind. TomoClub makes no guarantees regarding specific learning outcomes, uninterrupted service, or error-free functionality. While we strive for quality and reliability, we cannot ensure the Services will meet all user expectations. To the fullest extent allowed by law, TomoClub disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

12. Indemnification

You agree to defend, indemnify, and hold harmless TomoClub, its officers, employees, and affiliates from any claims, liabilities, costs, damages, or expenses (including reasonable legal fees) arising from:

- Your use or misuse of the Services
- Any violation of these Terms
- Any content or data you submit or share using the Services

- Infringement or violation of third-party rights by your institution or representatives

TomoClub reserves the right to assume exclusive control of any matter subject to indemnification.

13. Limitation of Liability

To the maximum extent permitted by applicable law, TomoClub and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use or inability to use the Services. This includes but is not limited to loss of data, loss of profits, business interruption, or damages resulting from system failure, unauthorized access, or service outages—even if TomoClub was advised of the possibility of such damages.

14. Termination

TomoClub may suspend or terminate access to the Services at any time for conduct that violates these Terms, infringes upon intellectual property, or disrupts platform integrity. In cases of repeated policy breaches, such as copyright infringement or unauthorized content use, accounts may be permanently deactivated. TomoClub also reserves the right to discontinue access for convenience or system maintenance without prior notice.

15. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the State of California, United States, without regard to conflict of law principles. Any disputes or legal actions arising from these Terms or your use of the Services must be resolved exclusively in the courts located in California. By using the Services, you consent to the jurisdiction of these courts.


16. Modifications & Updates

TomoClub may update these Terms at any time to reflect changes in our Services, legal requirements, or operational policies. All modifications will be posted on our website with a new effective date. Significant changes may be communicated directly to registered users via email or in-platform notifications. Your continued use of the Services after such updates constitutes your agreement to the revised Terms.

Contact Information

If you have any questions, concerns, or requests related to these Terms or our Services, please reach out to:

TomoClub Support Team

 Email: info@tomoclub.org

 Address: 103 Lakeview Court, King of Prussia, PA, United States

