

Terms of Service - ReadBee

Effective date: 02 Oct 2025

These Terms of Service (the "Terms") govern your use of the ReadBee mobile application, web tools, and related services (collectively, the "Service"). The Service is operated by ReadBee GmbH ("ReadBee", "we", "us", or "our"), VAT: DE454134699. If you are accepting these Terms on behalf of a school, district, company, or other organization, you represent that you are authorized to bind that entity and "you" refers to that entity.

By using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1. The Service

ReadBee helps learners improve reading fluency by analyzing text into syllables and providing guided pacing and optional questions. To deliver results, ReadBee may process text you provide and, for certain features, use third-party AI models (e.g., Google Gemini and Mistral) or our own syllabification engines.

2. Eligibility and Accounts

- Direct consumer use (non-school): You must be at least the age of digital consent in your country (typically 16 in the EU, or lower if allowed by local law, but not below 13) or have verifiable parental/guardian consent to use the Service.
- School use: When a school or district administers access, it is responsible for obtaining any required parental/guardian consent and for providing lawful instructions. Students use the Service only under the supervision of a teacher or administrator.
- Authentication: You may authenticate using identity providers (e.g., Google or Apple). Devices may use a device-bound key to authenticate and establish secure sessions. You are responsible for maintaining the security of your devices and accounts.

3. School/Tenant Accounts and Roles

We offer multi-tenant capabilities for schools. Tenant administrators manage teacher access and invitations. In the school context, the school/district typically acts as the data controller and ReadBee as the data processor under applicable data protection law. A data processing agreement (DPA) is available upon request or through your procurement process.

4. Acceptable Use

You agree not to, and not to allow third parties to:

- Violate laws or rights of others.
- Upload content that is unlawful, discriminatory, harassing, or infringes intellectual property.
- Attempt to bypass technical or usage limits, interfere with security, or disrupt the Service.
- Input special categories of personal data (e.g., health, biometric data) unless explicitly necessary and lawful in your context (e.g., school controller's instructions) and permitted by applicable law.

We may suspend or terminate access for violations.

5. Content and Intellectual Property

- **Your Content:** You retain ownership of text and other content you submit. You grant ReadBee a non-exclusive license to process your content to provide, maintain, and improve the Service (e.g., syllabification, readability, and question generation), and to store it where you choose to save it (e.g., library/profile folders), until you delete it or your administrator deletes it.
- **Generated Content:** Syllable breakdowns, questions, and summaries are generated results for educational support. They may contain errors. They are not professional advice.
- **ReadBee IP:** The Service, documentation, and underlying technology are owned by ReadBee or its licensors and are protected by intellectual property laws. No rights are granted except as explicitly stated in these Terms.

6. Plans, Limits, and Changes

We may offer free and paid plans with usage limits (e.g., texts per month, words per text, number of profiles). Limits are enforced technically. Plan details are shown in-app or during purchase. We may modify features, limits, or pricing; material changes will be communicated in advance where required by law. If you do not agree to changes, you may stop using the Service.

7. Third-Party Services

The Service integrates with or sends data to third-party providers for authentication, AI processing, email delivery, and diagnostics, including for example:

- Google (OAuth login; AI models such as Gemini; Google Cloud Vision for OCR)
- Apple (Sign in with Apple)
- Mistral AI (language model processing)
- Sentry (error reporting/diagnostics)
- Email/SMS service providers (for invitations/notifications)

We use these services to operate the Service and subject to the Privacy Policy. Availability or behavior of third-party services is outside our control.

8. Safety; BLE and Device Permissions

Certain features require device permissions (e.g., camera for QR and text scanning, Bluetooth LE advertising/scanning for classroom sessions). You can grant or deny these permissions in your device settings. Declining may limit features but not your contractual rights.

9. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT RESULTS WILL BE ACCURATE OR FIT FOR A PARTICULAR PEDAGOGICAL PURPOSE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, READBEE AND ITS AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE IN ANY 12-MONTH PERIOD IS LIMITED TO THE GREATER OF EUR 50 OR THE AMOUNTS YOU PAID TO US FOR THE SERVICE IN THAT PERIOD (IF ANY). THESE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT BE LIMITED BY LAW.

11. Indemnification

You agree to defend, indemnify, and hold harmless ReadBee from and against third-party claims arising from your unlawful use of the Service or violation of these Terms.

12. Termination

You may stop using the Service at any time. We may suspend or terminate access if you breach these Terms, to protect the Service, to comply with law, or if we discontinue the Service (with notice as required by law). Upon termination, your license ends and you must stop using the Service. Sections that by their nature should survive (e.g., ownership, disclaimers, limitations of liability) will survive.

13. Changes to the Terms

We may update these Terms. We will post the new Terms with an updated "Effective date" and, when required by law, notify you in advance. Your continued use after the effective date means you accept the changes.

14. Governing Law and Venue

These Terms are governed by the laws of Germany, without regard to conflict-of-law rules. If you are a consumer resident in the EU/EEA/UK, mandatory consumer protection rules of your country may also apply. The courts of Berlin, Germany, have exclusive jurisdiction, except where mandatory law gives consumers the right to bring claims in their local courts.

15. Contact

ReadBee GmbH

VAT: DE454134699

Data privacy delegate: Ignasi Selga - ignasi@readbee.ai

If you are a school or district, please contact us to obtain and execute a Data Processing Agreement (DPA).