

Terms of Service

DRAFT -- FOR LEGAL REVIEW

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Effective Date: July 1, 2026

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Welcome to Ednaimo (Education for Juniors). These Terms of Service ("Terms") govern your access to and use of the Ednaimo platform, including our website, mobile applications, and related services (collectively, the "Platform"). The Platform is operated by [Ednaimo Operator] ("we," "us," or "our").

By creating an account or using the Platform, you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

1. Definitions

- **"Platform"** means the Ednaimo website, mobile applications, APIs, and all related services.
 - **"Parent"** means any parent or legal guardian who creates and maintains an account on the Platform.
 - **"Child"** means any child between the ages of 5 and 10 whose profile is created and managed by a Parent on the Platform.
 - **"Child Profile"** means a profile created by a Parent within their account to enable a Child to use the Platform's educational content.
 - **"Content"** means all text, images, audio, video, exercises, quizzes, and other educational materials available on or generated through the Platform.
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2. Eligibility

2.1. You must be at least 18 years of age to create an account on the Platform.

2.2. You must be a parent or legal guardian of any Child for whom you create a Child Profile.

2.3. The Platform is designed for use by residents of the Federal Republic of Nigeria. While access from other locations is not technically restricted, the content, curriculum alignment, and support services are tailored to Nigerian users.

2.4. Children do not create their own accounts. All Child Profiles are created, managed, and supervised by a Parent through the Parent's account.

3. Accounts and Registration

3.1. **Account Creation.** To use the Platform, you must create a Parent account using our authentication system (powered by Firebase Authentication). You are responsible for providing accurate and complete registration information.

3.2. **Account Security.** You are responsible for maintaining the confidentiality of your account credentials. You must notify us immediately at [contact@ednaimo.com] if you become aware of any unauthorised use of your account.

3.3. Child Profiles. You may create one or more Child Profiles within your account. By creating a Child Profile, you represent and warrant that you are the parent or legal guardian of the Child and that you consent to the Child's use of the Platform under your supervision.

3.4. Accurate Information. You agree to keep your account information and Child Profile information accurate and up to date.

4. Parental Consent and Responsibility

4.1. By creating a Child Profile, you provide verifiable parental consent for your Child to access age-appropriate educational content on the Platform.

4.2. You are responsible for supervising your Child's use of the Platform.

4.3. The Platform is designed to comply with the Children's Online Privacy Protection Act (COPPA) and applicable Nigerian data protection regulations. Children are never required or permitted to create their own accounts. No data is collected directly from children without parental consent.

4.4. You may review, modify, or delete your Child's Profile and associated data at any time through your account settings.

5. Acceptable Use

5.1. The Platform is intended solely for educational purposes. You agree to use the Platform, and to ensure your Child uses the Platform, only for lawful, educational purposes consistent with these Terms.

5.2. You agree **not** to:

- Use the Platform for any commercial purpose unrelated to its intended educational use.
 - Attempt to gain unauthorised access to any part of the Platform, other users' accounts, or our systems.
 - Reverse engineer, decompile, or disassemble any part of the Platform.
 - Use automated tools (bots, scrapers, or similar) to access or interact with the Platform, unless expressly authorised by us.
 - Upload, transmit, or distribute any content that is harmful, offensive, defamatory, or otherwise objectionable.
 - Interfere with or disrupt the Platform's operation, servers, or networks.
 - Misrepresent your identity, your Child's age, or your relationship to a Child.
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6. AI-Generated Content

6.1. Nature of Content. The Platform uses artificial intelligence (specifically, Google Gemini models via Vertex AI) to generate, adapt, and personalise educational content for children. This includes lessons, exercises, quizzes, explanations, and other learning materials.

6.2. Safety Systems. All AI-generated content passes through automated safety and content moderation systems designed to ensure age-appropriateness and educational quality.

6.3. No Guarantee of Accuracy. While we make reasonable efforts to ensure that AI-generated content is accurate, appropriate, and educationally sound, we do not guarantee that all content is free from errors, omissions, or inaccuracies. AI-generated content should not be treated as a substitute for professional educational instruction or advice.

6.4. **Continuous Improvement.** We continuously monitor and improve our content generation and safety systems. If you encounter content that you believe is inaccurate, inappropriate, or concerning, please report it to us at [contact@ednaimo.com].

6.5. **No Professional Advice.** Content provided through the Platform is for general educational purposes only and does not constitute professional tutoring, medical, psychological, or other professional advice.

7. Privacy and Data Protection

7.1. Your use of the Platform is also governed by our Privacy Policy, which describes how we collect, use, store, and protect your data and your Child's data.

7.2. User data is stored on Google Cloud Platform infrastructure in the africa-south1 (Johannesburg) region.

7.3. We do not engage in behavioural advertising. We do not use third-party tracking technologies. We do not sell, rent, or share personal data with third parties for marketing purposes.

7.4. For full details on our data practices, please refer to our Privacy Policy.

8. Intellectual Property

8.1. **Our Intellectual Property.** The Platform, including its design, software, logos, trademarks, and all content created or curated by us, is the property of [Ednaimo Operator] or its licensors and is protected by copyright, trademark, and other intellectual property laws.

8.2. **Limited Licence.** We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for personal, non-commercial, educational purposes in accordance with these Terms.

8.3. **Restrictions.** You may not copy, modify, distribute, sell, lease, or create derivative works from any part of the Platform or its content without our prior written consent.

8.4. **User Feedback.** If you submit feedback, suggestions, or ideas about the Platform, you grant us a non-exclusive, royalty-free, perpetual, and irrevocable licence to use, modify, and incorporate such feedback into the Platform without obligation to you.

9. Fees and Payment

9.1. Certain features of the Platform may require payment. Any applicable fees, payment terms, and billing details will be clearly presented to you before you are required to pay.

9.2. We reserve the right to change our fees upon reasonable notice. Continued use of paid features after a fee change constitutes acceptance of the new fees.

10. Limitation of Liability

10.1. **Disclaimer of Warranties.** The Platform is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, [Ednaimo Operator] disclaims all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.2. **Limitation.** To the fullest extent permitted by applicable law, [Ednaimo Operator], its directors, employees, partners, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of data, revenue, or profits, arising out of or related to your use of or inability to use the Platform.

10.3. **Cap on Liability.** In no event shall the total aggregate liability of [Ednaimo Operator] for all claims arising out of or related to these Terms or the Platform exceed the amount you paid to us in the twelve (12)

months preceding the event giving rise to the claim, or Ten Thousand Naira (NGN 10,000), whichever is greater.

10.4. Educational Outcomes. We do not guarantee any specific educational outcomes, academic results, or learning milestones from use of the Platform. The Platform is a supplementary educational tool and is not a replacement for formal schooling.

11. Indemnification

You agree to indemnify, defend, and hold harmless [Ednaimo Operator], its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to your violation of these Terms, your misuse of the Platform, or your violation of any applicable law or the rights of any third party.

12. Termination

12.1. By You. You may terminate your account at any time by contacting us at [contact@ednaimo.com] or through your account settings. Upon termination, all Child Profiles associated with your account will also be deleted.

12.2. By Us. We may suspend or terminate your account at any time, with or without notice, if we reasonably believe you have violated these Terms or if continued provision of the Platform to you is no longer feasible.

12.3. Effect of Termination. Upon termination, your right to access the Platform ceases immediately. We will delete your account data and all associated Child Profile data in accordance with our Privacy Policy and applicable data retention requirements.

12.4. Data Export. Before terminating your account, you may request an export of your data and your Child's learning data by contacting [contact@ednaimo.com].

13. Account Deletion and Data Removal

13.1. You may request deletion of your account and all associated data at any time by contacting [contact@ednaimo.com] or through your account settings.

13.2. Upon receiving a deletion request, we will delete or anonymise your personal data and your Child's personal data within thirty (30) days, except where retention is required by law.

13.3. Certain anonymised and aggregated data that cannot be used to identify you or your Child may be retained for analytics and platform improvement purposes.

14. Modifications to These Terms

14.1. We may update or modify these Terms from time to time. When we make material changes, we will notify you by email or through a prominent notice on the Platform at least fourteen (14) days before the changes take effect.

14.2. Your continued use of the Platform after the effective date of any updated Terms constitutes your acceptance of the changes.

14.3. If you do not agree with the updated Terms, you must stop using the Platform and may terminate your account as described in Section 12.

15. Governing Law

15.1. These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

15.2. Any references to international standards (such as COPPA) are included to indicate the level of protection we aim to provide and do not imply the applicability of foreign law.

16. Dispute Resolution

16.1. **Informal Resolution.** Before initiating any formal proceedings, you agree to contact us at [contact@ednaimo.com] and attempt to resolve any dispute informally within thirty (30) days.

16.2. **Mediation.** If the dispute cannot be resolved informally, either party may refer the matter to mediation under the rules of the Lagos Multi-Door Courthouse or a mutually agreed mediation body.

16.3. **Jurisdiction.** If mediation does not resolve the dispute, either party may bring a claim before the courts of competent jurisdiction in the Federal Republic of Nigeria.

16.4. **Class Action Waiver.** To the extent permitted by law, you agree to resolve disputes with us on an individual basis and waive any right to participate in a class action, collective action, or representative proceeding.

17. Miscellaneous

17.1. **Entire Agreement.** These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and [Ednaimo Operator] regarding the Platform.

17.2. **Severability.** If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

17.3. **Waiver.** Our failure to enforce any right or provision of these Terms shall not be considered a waiver of that right or provision.

17.4. **Assignment.** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.

17.5. **Force Majeure.** We shall not be liable for any failure or delay in performing our obligations where such failure or delay results from circumstances beyond our reasonable control, including natural disasters, power outages, internet disruptions, or government actions.

18. Contact Us

If you have questions or concerns about these Terms, please contact us at:

[Ednaimo Operator] Email: [contact@ednaimo.com]

These Terms of Service are a draft document intended for legal review. They do not constitute legal advice and should not be relied upon until reviewed and approved by qualified legal counsel familiar with Nigerian law and international child data protection standards.