

Lumist.ai Terms of Service

Last Updated: January 13, 2025

Welcome to Lumist.ai (the "Service"). The Terms of Service in this document (the "Terms") apply when you view or use the Service via our website located at <https://lumist.ai> (the "Site"), our web application located at <https://app.lumist.ai> (the "App"), or any other Lumist.ai products or features.

Throughout these Terms, Lumist.ai may be referred to as "Lumist.ai," "Lumist," "we," "us," or "our." "You" includes both you, the student user, and your parent or legal guardian who, if you are under the age of 18, has consented to your use of the Services and your agreement to these Terms, as applicable. "Member" means users who are active subscribers to the premium Services.

IF YOU ARE A PARENT OR LEGAL GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER ON THE SITE OR THE APP TO USE THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH CHILD'S USE OF THE SITE, THE APP, AND THE SERVICES.

THE SERVICES ARE NOT AVAILABLE TO:

- (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY LUMIST.AI, OR
- (B) ANY PERSONS UNDER THE AGE OF 13 (OR UNDER THE LEGAL AGE OF CONSENT IN YOUR COUNTRY) WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A PARENT OR LEGAL GUARDIAN.

Please review these Terms carefully. By accessing or using the Service, you signify your agreement to these Terms. If you do not agree to these Terms, you may not access or use the Service.

PRIVACY POLICY

Lumist.ai respects the privacy of users of the Service. Please refer to our Privacy Policy (found at <https://lumist.ai/privacy>; the "Privacy Policy") which explains how we collect, use, and disclose your personal information. By accessing or using the Service, you signify your agreement to the Privacy Policy.

ABOUT THE SERVICE

Lumist.ai is an AI-powered SAT preparation platform that provides personalized, adaptive learning experiences to help students achieve their target SAT scores. The Service includes:

- **AI-Powered Study Plans:** Dynamic study plans that adapt in real-time based on your performance
- **Predictive Scoring Engine:** Proprietary "Lumist Score" that predicts your actual SAT score with increasing accuracy
- **Adaptive Learning:** AI identifies your exact weaknesses and creates targeted "Redemption Bounties" for improvement

- **Gamification Features:** Experience points (XP), levels, streaks, leaderboards, Daily Bounties, and Weekly Missions
 - **Learning Tools:** Focus Mode with Pomodoro timer, AI Vocab Garden, comprehensive question banks, and detailed explanations
 - **Performance Analytics:** Real-time tracking of progress, strengths, and areas for improvement
 - **Practice Tests:** Full-length practice tests with detailed score reports and analytics
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REGISTRATION; RULES FOR USER CONDUCT

Eligibility

You must be at least 13 years old to use the Service. If you are under 18 years old, your parent or legal guardian must read these Terms and agree to them before you use the Service. By using or registering for the Service, you represent that:

(a) You have not been previously suspended or barred from the Service by Lumist.ai; (b) You are either (i) at least 18 years old or (ii) your parent or legal guardian has consented to your use of the Service; and (c) Your registration and use of the Service is in compliance with all applicable laws and regulations.

Account Creation

As a user of the Service, you will create a personalized account (an "Account") which includes a unique username and password to access the Service. You are responsible for:

- Maintaining the confidentiality of your Account credentials
- All activities that occur under your Account
- Notifying us immediately if you become aware of any unauthorized use of your Account

We will not be responsible for any liabilities, losses, or damages arising from unauthorized use of your Account.

Contact Information and Communications

You verify that any contact information provided to Lumist.ai, including your email address, phone number (if provided), and other contact details, is true and accurate. By providing your contact information and using the Service, you consent to receive:

- Service-related communications (account updates, subscription status, password resets)
- Educational content and study reminders
- Platform updates and new feature announcements
- Marketing and promotional communications (you may opt-out at any time)
- Performance reports and progress updates

You may opt out of marketing communications by:

- Clicking the unsubscribe link in marketing emails

- Updating your preferences in your Account settings
 - Emailing us at support@lumist.ai
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MEMBERSHIP AND SUBSCRIPTION PLANS

Subscription Tiers

Lumist.ai offers the following subscription options:

Free Tier:

- Access to core platform features
- Limited practice questions
- Basic progress tracking
- Community features

Premium Membership (approximately \$8 USD/month):

- Unlimited access to all SAT practice questions
- Full AI-powered study plan and adaptive learning
- Lumist Score predictions
- Advanced analytics and performance tracking
- All gamification features (XP, levels, streaks, leaderboards)
- Daily Bounties and Weekly Missions
- Focus Mode with Pomodoro timer
- Priority customer support

B2B Educational Partner Plans:

- Available for educational consultants and institutions
- Wholesale pricing for 20+ accounts
- Admin dashboard for progress monitoring
- Contact us at business@lumist.ai for details

Billing and Payment

You will need to provide valid payment information at the time of subscribing to Premium Membership. We use Stripe to process payments securely. Stripe processes all payment information, and we do not store your complete credit card details on our servers.

All fees and applicable taxes are payable in United States dollars. You are solely responsible for the payment of all applicable sales and use taxes.

AUTOMATIC RENEWAL

Your Lumist.ai subscription renews automatically using the payment details on file for your Account. Until you cancel, Lumist.ai will bill in advance of each billing period (monthly, unless otherwise specified), and your subscription will renew on the same day of each month as the date of your first payment.

You may cancel your subscription at any time as described in the "Cancellation and Refund Policy" section below, but your subscription will remain active until the last day of the billing period you have already paid for.

FREE TRIAL

New users may be eligible for a 7-day free trial of Premium Membership (the "Free Trial"). We reserve the right to determine eligibility for the Free Trial. Certain limitations may exist with respect to combining Free Trials with other offers.

Important Free Trial Terms:

- You must enter your billing information to start the Free Trial
- Your Free Trial begins when you complete registration
- If you do not cancel at least 24 hours before the Free Trial ends, your payment method will be automatically charged for Premium Membership
- To cancel your Free Trial, log into your Account and follow the cancellation prompts before the trial period ends
- If you cancel during the Free Trial period, you will lose access to Premium features when the trial ends

We reserve the right to modify, suspend, or terminate the Free Trial offer at any time. Users who have previously used a Free Trial are not eligible for additional Free Trials.

CANCELLATION AND REFUND POLICY

How to Cancel

You may cancel your Lumist.ai subscription at any time by:

1. Logging into your Account at <https://app.lumist.ai>
2. Navigating to Account Settings
3. Selecting "Manage Subscription"
4. Following the prompts to cancel your subscription

To avoid charges for the upcoming billing period, you must cancel at least **one (1) business day prior to your next bill date**.

Refund Policy

There are no partial or pro-rated refunds for subscription cancellations. Your subscription will remain active until the end of the billing period you have already paid for. After cancellation, you will revert to Free Tier access and lose access to Premium features.

Exception: You may be eligible for a refund under our Score Improvement Guarantee (see below).

Your cancellation request may take up to 3 business days to process. You will receive a confirmation email at the address on file once the cancellation is complete.

LUMIST.AI SCORE IMPROVEMENT GUARANTEE

We stand behind the effectiveness of our platform. If you meet all requirements below and do not achieve the guaranteed score improvement, we will provide a full refund of your subscription fees paid during your preparation period.

Our Guarantee

For students with a baseline SAT score:

Starting Score Guaranteed Result

Under 1250 Improve by at least 200 points OR score 1400+

1250 or higher Score at least 1400

Student Requirements

To qualify for the guarantee, you must:

1. **Study Consistently:** Complete at least 90 hours of study over 3 consecutive months, including:
 - At least 1 hour of daily practice, 5 days per week (approximately 60 hours)
 - Complete at least 10 full-length practice tests (approximately 30 hours)
 - Spend at least 1 hour reviewing each practice test
2. **Focus on Weaknesses:** Spend at least 50% of your weekly study time working on areas identified by the AI as weaknesses, including:
 - Reviewing missed questions
 - Practicing until you understand the concepts
 - Completing Redemption Bounties
3. **Establish Baseline:** Your starting score must be established by either:
 - Your most recent official SAT score received before starting Lumist.ai, OR

- Your first full-length practice test score on Lumist.ai (retaking the same test will not count)
- 4. **Take Official Test:** Take an official SAT within 6 months of starting your Lumist.ai subscription
- 5. **Submit Documentation:** Within 60 days after your official test date, email support@lumist.ai with:
 - Your written guarantee request
 - Official SAT score report
 - Your Lumist.ai usage data (we will verify this internally)

Important Notes

- This guarantee applies only to your **first official SAT** taken after starting with Lumist.ai
 - The guarantee is valid for **one attempt per student**, even if you create a new account
 - If you do not meet the study requirements, the guarantee is void
 - Refund requests must be submitted within 60 days of your official test date
 - We reserve the right to verify all study activity through our platform analytics
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PROMOTIONAL OFFERS

From time to time, we may offer promotional pricing, including:

- Launch discount (50% off for the first 6 months)
- Referral rewards
- Seasonal promotions
- Student discounts

All promotional offers are subject to specific terms and conditions that will be clearly communicated at the time of the offer. Promotional pricing may not be combined with other offers unless explicitly stated.

USE RESTRICTIONS AND PROHIBITED ACTIVITIES

You agree that in your use of the Service, you will not:

General Prohibited Activities

- Post anything that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive
- Use the Service for any unlawful purpose or for the promotion of illegal activity
- Harass, abuse, or harm another person or group

- Provide false or inaccurate information when registering or updating an Account
- Send us any personal information of children under 13 without parental consent

Account Sharing and Misuse (CRITICAL)

Each subscription is for individual use only. You may not:

- **Share, sell, rent, lease, or transfer** your account credentials, subscription access, or login information with any other person or entity
- **Provide or make the Services available to a third party**
- Allow simultaneous access from more than 2 devices without authorization
- Create or use multiple accounts to abuse free trials, promotional offers, or discount codes
- Create accounts using false, misleading, or fraudulent information

We reserve the right to:

- Monitor account activity for unusual access patterns (e.g., logins from multiple locations, excessive device switching)
- Limit concurrent device sessions
- Suspend or terminate accounts engaged in sharing or unauthorized use
- Deny refunds for accounts terminated due to sharing or misuse

Violation of the account sharing policy constitutes a material breach of these Terms and may result in immediate account termination without refund.

Technical Restrictions

You may not:

- Reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of the Service
- **Reconstruct or attempt to discover any source code, algorithms, or AI models** of the Service, including our proprietary Lumist Score algorithm and adaptive learning technology
- Use automated tools, bots, or scripts to access or interact with the platform
- Bypass, disable, or interfere with security features, usage limitations, or technological protection measures
- Use VPNs, proxies, or other methods to circumvent pricing, geographic restrictions, or access limitations
- Make any unauthorized automated use of the system or take any action that imposes an unreasonable load on our servers
- Bypass any robot exclusion headers or scrape, spider, or crawl the Service
- Damage, reveal, or alter any user's data or intercept data not intended for you

Commercial Use

- Use the Service for any commercial purpose without written authorization from Lumist.ai
 - Resell, sublicense, or redistribute access to the Services
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USER CONTENT

Content You Create

As part of the Service, you may be able to create, post, upload, or share content ("User Content"), including:

- Notes and annotations
- Custom study materials
- Projects and exercises
- Comments in community features
- Messages to support
- Feedback and reviews

Your Responsibilities

You are solely responsible for your User Content. You agree that:

- You will not post User Content that is malicious, false, or inaccurate
- You will not submit User Content that infringes on third-party rights (copyright, privacy, publicity, trade secret, etc.)
- You own or have appropriate permissions for any User Content you submit
- We have the right to remove any User Content that violates these Terms
- We have the right to terminate your Account for violating these Terms

License to Your User Content

You retain ownership of your User Content. However, to provide and improve the Service, you grant us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, and display your User Content.

This license allows us to:

- Store and display your User Content on our servers
- Analyze your User Content to provide personalized recommendations
- Use your User Content to train and improve our AI models
- Share anonymized and aggregated data for research and product improvement

AI FEATURES AND CONTENT

AI-Powered Services

Lumist.ai utilizes artificial intelligence and machine learning technologies ("AI Services"), including:

- Google Cloud AI and other third-party AI providers
- Our proprietary algorithms and models
- Adaptive learning systems
- Predictive scoring models

Your Input and AI Output

When you use AI Services:

- **Input:** The questions you answer, study materials you engage with, and data you provide constitute "Input"
- **Output:** The personalized recommendations, score predictions, study plans, and other AI-generated content constitute "Output"

Important Disclaimers About AI

DO NOT RELY ON AI OUTPUT WITHOUT INDEPENDENT VERIFICATION. We make no warranties regarding:

- The accuracy or completeness of AI predictions or recommendations
- The suitability of AI-generated study plans for your specific needs
- The precision of Lumist Score predictions

While our AI is designed to help you improve, SAT scores depend on many factors including your effort, study consistency, test-taking conditions, and individual learning patterns. AI Output should be used as a study aid, not as a guarantee of performance.

Third-Party AI Providers

We may use third-party AI services, including but not limited to Google Cloud AI, OpenAI, and Anthropic. You acknowledge that:

- Your User Content may be processed by these third-party providers
- We are not responsible for how third-party AI providers process your data (subject to our contractual protections)
- You will not use AI features in ways that violate third-party AI provider policies

INTELLECTUAL PROPERTY

Our Property

You acknowledge that we and our licensors retain ownership of all intellectual property rights related to the Service, including:

- Copyrights in all content, designs, and materials
- Trademarks including the "Lumist.ai" name and logo
- Trade secrets including our algorithms, AI models, and proprietary technology
- Patents related to our Service

We do not grant you any license to our intellectual property except as necessary to use the Service as intended.

Lumist.ai Trademarks

The Lumist.ai graphics, logos, designs, and service names are trademarks of Lumist.ai. You may not use our trademarks without prior written permission.

Third-Party Materials

We may reference SAT-related materials and content. "SAT" is a registered trademark of the College Board, which is not affiliated with and does not endorse this product.

EDUCATIONAL PARTNER AND B2B TERMS

For Educational Consultants and Institutions

If you are an educational consultant, tutoring center, or institution purchasing Lumist.ai subscriptions for your students:

1. **Account Management:** You will receive access to an admin dashboard to monitor student progress
2. **Student Accounts:** Each student receives an individual account that may not be shared
3. **Minimum Purchase:** Wholesale B2B pricing requires a minimum of 20 accounts
4. **Billing:** B2B accounts are billed according to the terms in your separate agreement with us
5. **Student Privacy:** You agree to comply with all applicable education privacy laws (FERPA, COPPA, etc.)
6. **Restrictions:** You may not resell individual subscriptions or redistribute access beyond your enrolled students

Contact business@lumist.ai for B2B partnership inquiries.

COPYRIGHT COMPLAINTS (DMCA)

Repeat Infringer Policy

We respect intellectual property rights and expect users to do the same. We will terminate accounts of repeat copyright infringers.

Filing a DMCA Notice

If you believe content on our Service infringes your copyright, send a written notice to:

Lumist.ai Copyright Agent

Email: legal@lumist.ai

[Physical address to be added]

Your notice must include:

1. Physical or electronic signature of the copyright owner or authorized agent
2. Description of the copyrighted work claimed to have been infringed
3. Description of where the infringing material is located on our Service
4. Your contact information (address, phone number, email)
5. Statement that you have a good faith belief the use is not authorized
6. Statement under penalty of perjury that the information is accurate and you are authorized to act on behalf of the copyright owner

DMCA Counter-Notice

If your content was removed due to a DMCA notice and you believe it was removed in error, you may send a counter-notice to the address above including:

1. Your physical or electronic signature
2. Description of the removed content and where it appeared
3. Statement under penalty of perjury that you have a good faith belief the content was removed as a result of mistake or misidentification
4. Your contact information
5. Statement that you consent to the jurisdiction of federal court in [jurisdiction] and will accept service of process from the complaining party

THIRD-PARTY SITES AND SERVICES

The Service may contain links to third-party websites, applications, or services ("Third-Party Sites"). We do not control, endorse, or assume responsibility for any Third-Party Sites.

When you access Third-Party Sites:

- These Terms no longer govern
- You are subject to the third party's terms and policies
- You access Third-Party Sites at your own risk

- We are not responsible for any loss or damage from your use of Third-Party Sites
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WARRANTY DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUMIST.AI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING:

- WARRANTIES OF MERCHANTABILITY
- WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE
- WARRANTIES OF ACCURACY OR RELIABILITY
- WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE
- WARRANTIES REGARDING AI PREDICTIONS OR SCORE IMPROVEMENTS

WE DO NOT WARRANT THAT:

- The Service will meet your specific requirements
- The Lumist Score predictions will be accurate
- AI recommendations will result in score improvement
- The Service will be available at all times
- All errors will be corrected

REGARDING AI FEATURES:

- We do not guarantee the accuracy of any AI-generated content
- We do not guarantee that AI study plans will result in improved test scores
- You use AI features at your own risk
- You must independently verify any important information from AI Output

Some jurisdictions do not allow disclaimer of implied warranties, so portions of this disclaimer may not apply to you.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUMIST.AI SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Any loss of profits, revenue, data, or goodwill
- Any damages resulting from your use or inability to use the Service

- Any damages resulting from unauthorized access to your account
- Any damages resulting from errors or inaccuracies in AI predictions
- Any damages resulting from your reliance on AI-generated content
- Any damages resulting from third-party conduct on the Service

OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE CLAIM, OR \$100, WHICHEVER IS GREATER.

This limitation applies whether the liability is based on contract, tort, strict liability, or any other legal theory, even if we have been advised of the possibility of such damages.

Some jurisdictions do not allow limitation of liability for incidental or consequential damages, so this limitation may not fully apply to you.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Lumist.ai and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Your violation of these Terms
- Your violation of any rights of another person or entity
- Your User Content
- Your misuse of the Service
- Your violation of any applicable laws or regulations

MODIFICATIONS TO TERMS

We may update these Terms from time to time. When we make changes, we will:

- Update the "Last Updated" date at the top of this document
- Notify you via email or through a notice on the Service (for material changes)
- Post the updated Terms on our website

Your continued use of the Service after changes take effect constitutes acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Service and cancel your subscription.

TERMINATION

Termination by You

You may terminate your Account at any time by:

- Canceling your subscription as described above
- Emailing support@lumist.ai to request account deletion

Upon termination by you, your subscription will remain active until the end of the billing period, after which you will revert to Free Tier access (or lose all access if you request full account deletion).

Termination by Us

We may suspend or terminate your Account immediately, without prior notice or liability, if:

- You breach these Terms
- You engage in account sharing or unauthorized use
- You fail to pay subscription fees
- We are required to do so by law
- Continuing to provide the Service would create legal liability for us

Upon termination by us for breach:

- You will immediately lose access to the Service
- You will not receive a refund for any prepaid fees
- We may delete your User Content and Account data

Effect of Termination

Upon termination:

- Your license to use the Service terminates
- You must cease all use of the Service
- Provisions that should survive termination (including intellectual property, limitation of liability, indemnification) will continue to apply

DISPUTE RESOLUTION

Governing Law

These Terms are governed by the laws of the State of [California/Delaware - to be determined], without regard to conflict of law principles.

Jurisdiction and Venue

You agree to the exclusive jurisdiction of the federal and state courts located in [County, State] for any disputes arising from these Terms or the Service.

Limitation on Time to File Claims

Any claim arising from these Terms or the Service must be filed within **one (1) year** after the claim arose. After one year, such claims are permanently barred.

GENERAL PROVISIONS

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Lumist.ai regarding the Service and supersede all prior agreements.

Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

Assignment

We may assign these Terms to any person or entity at any time. You may not assign these Terms without our prior written consent. Any unauthorized assignment by you is void.

Force Majeure

We shall not be liable for any failure to perform our obligations under these Terms due to circumstances beyond our reasonable control, including acts of God, war, terrorism, pandemic, or failures of third-party services.

Electronic Communications

You consent to receive communications from us electronically, including via email and in-app notifications. You agree that all agreements, notices, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

Contact Information

For questions about these Terms, please contact us at:

Email: legal@lumist.ai

Support: support@lumist.ai

Business Inquiries: business@lumist.ai

Mailing Address:

Lumist.ai

[Address to be added]

[City, State ZIP]

ACKNOWLEDGMENT

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Lumist.ai - Making SAT Prep Fun and Effective

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