

Sparkz.Space Terms and Conditions

Effective Date: October 29, 2025

Entity: EdSpan Global, in association with Animated Intelligences

Contact: support@sparkz.space

1. Acceptance of Terms

By using Sparkz, you agree to these Terms and our Privacy Policy. If you are under 18, you confirm your parent/guardian or school has reviewed and approves your use. Users under 13 may not use Sparkz.

2. Accounts and Eligibility

Provide accurate information and keep credentials secure. You are responsible for all activity under your account. We may suspend or terminate accounts that violate these Terms.

3. License & Access

We grant a limited, non-exclusive, non-transferable, revocable license to access and use Sparkz for educational, non-commercial purposes. You may not:

- (a) sell, lease, or commercially exploit the service;
- (b) reverse engineer or attempt to extract source code;
- (c) build a competing service using Sparkz;
- (d) copy or redistribute any part except as expressly permitted.

4. Acceptable Use (Academic Integrity & Safety)

You agree not to:

- Use Sparkz to cheat or plagiarize
- Upload or generate illegal, harassing, hateful, pornographic, or violent content
- Share others' personal data without consent or attempt to re-identify anonymized data
- Probe, disrupt, or mine data without authorization

- Infringe intellectual-property rights or applicable laws

Enforcement: We may remove content, limit features, or suspend/terminate access to protect users and the service.

5. User Content & License

You retain ownership of content you input or create (“User Content”). You grant EdSpan Global a limited, worldwide, non-exclusive, royalty-free license to host, process, transmit, display, and create non-substantive derivative works of your User Content solely to operate, maintain, improve, and secure Sparkz (including safety, quality assurance, and feature development). We do not sell User Content.

For school deployments, additional terms may be set by the school contract.

6. AI Outputs

Outputs may be inaccurate or incomplete. You are responsible for verifying outputs and citing sources where required. Outputs are licensed for educational use only.

7. Intellectual Property

Sparkz (software, prompts, avatars, branding, and related IP) is owned by EdSpan Global or its licensors. Except for the limited license above, no rights are transferred.

8. Third-Party Services

Sparkz integrates third-party providers (Google auth/analytics, OpenAI, AssemblyAI, ElevenLabs, Pinecone, Recall, DigitalOcean). Their respective terms may also apply.

9. Privacy

See our Privacy Policy for details on data processing, including the 30-day deletion rule and user rights.

10. Feedback

If you send suggestions, you grant us a perpetual, worldwide, royalty-free license to use them without obligation.

11. Termination

We may suspend or terminate access (with or without notice) for violations or operational reasons. You may stop using Sparkz anytime. Sections such as IP, disclaimers, and limitations survive termination.

12. Disclaimers

SPARKZ IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not guarantee uninterrupted or error-free operation.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EDSPAN GLOBAL AND ITS AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY LOSS OF DATA, PROFITS, OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY. TOTAL LIABILITY IN ANY 12-MONTH PERIOD IS LIMITED TO THE GREATER OF US\$50 OR THE AMOUNT YOU PAID (IF ANY) FOR SPARKZ DURING THAT PERIOD.

14. DMCA Copyright Policy

If you believe content on Sparkz infringes your copyright, send notice with:

1. your signature;
2. identification of the work;
3. identification and location of the material;
4. contact info;
5. good-faith statement of unauthorized use;
6. statement under penalty of perjury that you’re authorized to act.

Designated Agent: EdSpan Global – DMCA

Email: support@sparkz.space

15. Accessibility

We aim for an accessible experience for all users. Suggestions welcome at [**support@sparkz.space**](mailto:support@sparkz.space).

16. Export & Sanctions

Comply with U.S. export controls and sanctions. Do not use Sparkz in prohibited jurisdictions or for restricted end uses.

17. Electronic Communications

You consent to electronic notices (website posts, emails). This does not affect your non-waivable rights.

18. Changes to These Terms

We may update these Terms. Material changes take effect 30 days after posting or immediately for new users.

19. Assignment; Severability; Entire Agreement

You may not transfer rights without our consent. If any provision is unenforceable, it will be modified to the minimum extent necessary. These Terms represent the full agreement governing Sparkz use.

20. Contact

Support & legal notices: [**support@sparkz.space**](mailto:support@sparkz.space)