



## Terms of Service & Legal Policies

### Comprehensive Legal Framework

<b>Company</b>	SPEDGenie LLC
<b>Owner</b>	Renatta Mack
<b>Website</b>	spedgenie.com
<b>Contact</b>	renatta@spedgenie.com
<b>Effective Date</b>	May 29, 2026
<b>Jurisdiction</b>	State of Texas, United States
<b>Document Version</b>	1.0

**IMPORTANT NOTICE:** This document contains legally binding terms governing your use of the SPEDGenie platform and its features, including StoryGlyph. Please read all sections carefully before using the platform. By creating an account or using any SPEDGenie service, you agree to be bound by these terms in their entirety. This document was prepared for informational purposes and does not constitute legal advice. SPEDGenie LLC recommends consulting with a licensed attorney regarding specific legal questions.

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## 1 Acceptance of Terms and Agreement

1.1 By accessing, registering for, or using the SPEDGenie platform, website located at [spedgenie.com](https://spedgenie.com), or any associated service including StoryGlyph, you ("User," "Subscriber," or "Teacher") acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"), our Privacy Policy, and any additional policies referenced herein.

1.2 If you are using SPEDGenie on behalf of a school, district, or organization, you represent and warrant that you have the authority to bind that entity to these Terms, and that your agreement constitutes the agreement of that entity.

1.3 If you do not agree to these Terms, you must immediately cease using the platform and cancel any active subscription.

1.4 These Terms apply to all users including individual teachers, campus teams, district administrators, and any person accessing the platform through a shared or district license.

## 2 Description of Services

2.1 SPEDGenie LLC ("Company," "we," "us," or "our") provides an AI-powered educational support platform designed specifically for special education teachers. Services include but are not limited to:

- (a) IEP Builder and ARD Documentation Generator
- (b) HQIM Accessibility Scaffold Generator
- (c) StoryGlyph AI-powered symbol story creator
- (d) Symbol Communication Board Builder
- (e) UDL Lesson Planning Tools
- (f) ESY Planning and Activity Package Generator
- (g) Progress Monitoring and Data Collection Tools
- (h) STAAR Alternate 2 Implementation Supports

2.2 SPEDGenie is currently in pre-launch beta. Features, pricing, and availability are subject to change. Waitlist members will be notified of changes by email.

2.3 The platform is designed for use by credentialed or enrolled special education teachers and related service providers. Use by other parties does not void these Terms but may result in account suspension.

## 3 FERPA Compliance and Student Data Protection

**CRITICAL:** The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, protects the privacy of student education records. SPEDGenie is designed as a teacher productivity tool, NOT a student records management system. Teachers are solely responsible for ensuring their use of SPEDGenie complies with FERPA.

3.1 SPEDGenie does NOT collect, store, or process student personally identifiable information (PII) as defined under FERPA. The platform is designed as a document generation and instructional support tool for educators.

3.2 Users must NOT enter the following student information into SPEDGenie:

- (a) Student full legal names combined with disability diagnosis
- (b) Social Security numbers or government identification numbers
- (c) Date of birth combined with name and disability information
- (d) Specific evaluation results tied to an identifiable student
- (e) Any combination of information that would allow identification of a specific student

3.3 If a User enters student PII into the platform, the User assumes full responsibility for that disclosure and any resulting FERPA violations. SPEDGenie LLC shall not be liable for FERPA violations arising from a User's input of student identifiable information.

3.4 SPEDGenie recommends using placeholder names or anonymized identifiers (e.g., "Student A," "third grade student with autism") when generating IEP documents, lesson plans, or other materials that will contain disability-related information.

3.5 In the event SPEDGenie becomes a School Official under FERPA (through a district contract or data processing agreement), the Company will enter into a separate FERPA-compliant data processing agreement that supersedes this section.

3.6 Any AI-generated content that inadvertently contains student information is processed through Anthropic's Claude API. Users are directed to review Anthropic's privacy policy at [anthropic.com/privacy](https://anthropic.com/privacy) for information on how API inputs are processed.

## 4 IDEA Compliance and IEP Content Disclaimer

**IMPORTANT:** AI-generated IEP content produced by SPEDGenie is a drafting assistance tool only. All IEP documents must be reviewed, modified as appropriate, and approved by a licensed special education teacher and the IEP team before use in any official IEP document or ARD meeting.

4.1 The Individuals with Disabilities Education Act (IDEA), 20 U.S.C. 1400 et seq., requires that IEPs be developed by a qualified team and be individualized to each student. SPEDGenie generates template language to assist teachers in drafting — it does NOT replace professional judgment or the IEP team process.

4.2 SPEDGenie-generated IEP content has NOT been reviewed by a licensed attorney, special education administrator, or state education agency. The Company makes no representation that generated content meets

IDEA requirements for any specific student, school, district, or state.

4.3 Teachers are solely responsible for ensuring that any IEP content they use in official documents complies with IDEA, applicable state law (including Texas Education Code for Texas users), and their district's policies and procedures.

4.4 ARD documentation language generated by SpedGenie is for drafting purposes only. The ARD committee, as defined under Texas Education Code Section 29.005, retains full responsibility for all ARD decisions and documentation.

4.5 SPEDGenie LLC expressly disclaims any liability for IEP or ARD decisions made in reliance on AI-generated content without independent professional review.

## 5 COPPA — Children Under 13

5.1 SPEDGenie is NOT currently designed for direct access by students. The platform is intended exclusively for use by educators, administrators, and related service providers who are 18 years of age or older.

5.2 SPEDGenie does not knowingly collect personal information from children under the age of 13 as defined by the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506.

5.3 In the future, if SPEDGenie introduces student-facing features accessible by children under 13, the Company will obtain verifiable parental consent and comply fully with COPPA requirements. Users will be notified of any such changes to platform access.

5.4 If you believe that a child under 13 has provided personal information to SPEDGenie, please contact us immediately at [renatta@spedgenie.com](mailto:renatta@spedgenie.com) so that we may take appropriate action.

## 6 AI-Generated Content Disclaimer

6.1 SPEDGenie uses the Anthropic Claude AI API to generate educational content including IEP language, lesson plans, symbol stories, UDL plans, and ESY activity packages. AI-generated content is probabilistic and may contain errors, inaccuracies, or content inappropriate for specific students.

6.2 All AI-generated content must be reviewed by a qualified educator before use. SPEDGenie LLC does not warrant the accuracy, completeness, appropriateness, or legal sufficiency of any AI-generated content.

6.3 AI content generated by SpedGenie is subject to Anthropic's Usage Policy available at [anthropic.com/usage-policy](https://anthropic.com/usage-policy). Users may not use SpedGenie to generate content that violates Anthropic's policies.

6.4 SPEDGenie LLC is not responsible for decisions made in reliance on AI-generated content without appropriate professional review and modification.

6.5 Users acknowledge that AI language models may occasionally generate content that is factually incorrect, outdated, or not aligned with current best practices in special education. Independent verification is always

required for professional use.

## 7 StoryGlyph Symbol Library — Intellectual Property

7.1 The StoryGlyph symbol library, consisting of 319 or more original hand-drawn SVG symbols, is the original creative work of SPEDGenie LLC and is protected by United States copyright law. All rights reserved.

7.2 The name "StoryGlyph" is a trademark of SPEDGenie LLC. Trademark application has been prepared for filing with the United States Patent and Trademark Office under International Classes 41 and 42.

7.3 Subscribers are granted a limited, non-exclusive, non-transferable license to use StoryGlyph output (symbol-supported stories generated using the platform) for educational purposes with their own students. This license does not include:

- (a) Redistribution or sale of StoryGlyph symbol outputs
- (b) Reproduction of the SVG symbol library in whole or in part outside the platform
- (c) Use of the StoryGlyph name, brand, or symbols in competing products or services
- (d) Modification of the underlying SVG symbol code for commercial redistribution

7.4 Stories generated by StoryGlyph using teacher-uploaded text remain the intellectual property of the original text's rights holders. SPEDGenie does not claim ownership of teacher-provided source text. Teachers are responsible for ensuring they have appropriate rights to any text they upload to the platform.

7.5 Teachers may print, laminate, and distribute StoryGlyph outputs to their own students as educational materials. Commercial distribution, sale, or sharing outside the teacher's own classroom requires written permission from SPEDGenie LLC.

## 8 User Accounts and Subscriptions

8.1 Account Creation: Users must provide accurate, current, and complete information when creating an account. Users are responsible for maintaining the confidentiality of their account credentials.

8.2 Subscription Tiers: SPEDGenie offers the following subscription tiers:

- (a) Core SpedGenie: \$12.00 per month — individual teacher access to all core tools
- (b) StoryGlyph Bundle: \$24.00 per month — Core plus StoryGlyph AI symbol story creator
- (c) Team Access: Custom pricing — 3 to 10 teachers, campus-level access
- (d) District Access: Custom pricing — unlimited teachers, district-wide licensing

8.3 Pricing is subject to change with 30 days written notice to active subscribers. Early access subscribers may receive locked-in pricing as communicated at time of enrollment.

8.4 One account per subscriber. Sharing login credentials is a violation of these Terms and may result in immediate account termination without refund.

## 9 Acceptable Use Policy

Users agree NOT to use SPEDGenie to:

- (a) Generate content that violates FERPA, IDEA, COPPA, or applicable state education law
- (b) Input student PII including names, dates of birth, or Social Security numbers
- (c) Generate discriminatory, harassing, or harmful content about students or staff
- (d) Reverse-engineer, scrape, or reproduce the SpedGenie platform or symbol library
- (e) Use the platform for commercial purposes outside a licensed subscription
- (f) Share, resell, or sublicense access to the platform without written permission
- (g) Attempt to circumvent security measures or access controls
- (h) Use AI-generated IEP content in official documents without educator review
- (i) Misrepresent AI-generated content as independently authored professional work
- (j) Use the platform in any manner that violates applicable federal or state law

## 10 Data Privacy and Security

10.1 SPEDGenie is committed to protecting user data. We collect only the data necessary to provide the platform services as described in our Privacy Policy.

10.2 Data collected from the waitlist and subscription process includes name, email, state, role, and feature preferences. This data is stored in EmailOctopus and processed in accordance with their privacy policy.

10.3 Content generated through the AI features is processed through Anthropic's API. SPEDGenie does not permanently store AI conversation inputs. Users should review Anthropic's data retention policies at [anthropic.com/privacy](https://anthropic.com/privacy).

10.4 SPEDGenie uses industry-standard security measures including HTTPS encryption. However, no internet transmission is 100% secure. Users accept this risk as a condition of using the platform.

10.5 In the event of a data breach that affects user data, SPEDGenie will notify affected users within 72 hours of becoming aware of the breach, consistent with applicable state law requirements.

## 11 Professional Liability Disclaimer

SPEDGenie is a productivity tool for special education teachers. It is NOT a substitute for professional judgment, legal counsel, or qualified special education supervision. All professional decisions, including IEP content, remain the responsibility of the licensed educator and the IEP team.

11.1 SPEDGenie LLC is not a licensed special education provider, legal advisor, or educational consultant. Nothing generated by the platform constitutes professional special education advice or legal advice.

11.2 Teachers using SPEDGenie remain solely responsible for the professional quality and legal compliance of all documents, plans, and materials they produce using the platform.

11.3 SPEDGenie LLC shall not be liable for any professional consequences, including TEA complaints, due process proceedings, or IDEA compliance findings, arising from a user's reliance on platform-generated content without independent professional review.

## 12 Copyright and Content Ownership

12.1 Platform content including code, design, symbols, branding, and documentation is the intellectual property of SPEDGenie LLC and is protected by U.S. copyright law.

12.2 Content generated by users using SpedGenie tools (lesson plans, IEP drafts, symbol stories) belongs to the user, subject to the StoryGlyph symbol license in Section 7 and the AI content terms in Section 6.

12.3 By using SpedGenie, users grant SPEDGenie LLC a limited, royalty-free license to use anonymized, aggregated usage data to improve the platform and train internal models. No student data or personally identifiable information will be used.

## 13 Payment Terms and Refund Policy

13.1 Subscriptions are billed monthly in advance. Payment is due at the start of each billing cycle.

13.2 SPEDGenie accepts major credit cards processed through Stripe. Payment information is processed securely by Stripe and is not stored on SPEDGenie servers.

13.3 Refund Policy: SPEDGenie offers a 7-day refund for first-time subscribers who are unsatisfied with the platform. Refund requests must be submitted to [renatta@spedgenie.com](mailto:renatta@spedgenie.com) within 7 days of initial payment. Subsequent months are non-refundable.

13.4 Subscriptions automatically renew unless cancelled before the renewal date. Cancellation stops future charges but does not provide a refund for the current period.

13.5 District and Team subscriptions are subject to separate payment terms as agreed in the applicable order form or purchase order.

## 14 District and Team Access Terms

14.1 District and Team Access agreements are governed by a separate Order Form or Data Processing Agreement that supersedes these general Terms where there is conflict.

14.2 Districts using SpedGenie under a Purchase Order agree to pay within 30 days of invoice date unless otherwise agreed in writing.

14.3 District administrators are responsible for ensuring all teachers using the platform under a district license comply with these Terms and applicable law.

14.4 Districts that require a FERPA Data Processing Agreement (DPA) must request one in writing before using the platform with any student-related content. SpedGenie LLC will execute a DPA for qualifying district customers.

## 15 Termination and Suspension

15.1 Either party may terminate a subscription at any time. Users may cancel through their account settings or by contacting [renatta@spedgenie.com](mailto:renatta@spedgenie.com).

15.2 SpedGenie LLC reserves the right to suspend or terminate accounts that violate these Terms, with or without prior notice, at its sole discretion.

15.3 Upon termination, the user's license to use the platform ends immediately. Users may request a copy of any documents they generated within 30 days of termination.

## 16 Limitation of Liability

16.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPEDGENIE LLC AND ITS OWNERS, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM USE OF THE PLATFORM.

16.2 In no event shall SpedGenie LLC's total liability to any user exceed the total amount paid by that user in the 12 months preceding the claim.

16.3 These limitations apply regardless of the theory of liability, including contract, tort, negligence, or otherwise, even if SpedGenie LLC has been advised of the possibility of such damages.

## 17 Indemnification

17.1 Users agree to indemnify, defend, and hold harmless SPEDGenie LLC, its owners, officers, agents, and employees from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) User's violation of these Terms
- (b) User's violation of any applicable law including FERPA, IDEA, or COPPA
- (c) User's input of student PII or protected information into the platform
- (d) User's use of AI-generated content in official IEP documents without review

(e) Any claim by a third party arising from user-generated content

## 18 Governing Law and Dispute Resolution

18.1 These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

18.2 Any dispute arising from these Terms shall first be submitted to informal resolution by contacting [renatta@spedgenie.com](mailto:renatta@spedgenie.com). The parties agree to negotiate in good faith for 30 days before pursuing formal remedies.

18.3 If informal resolution fails, disputes shall be resolved by binding arbitration in Galveston County, Texas, under the rules of the American Arbitration Association, except that either party may seek injunctive relief in court for IP violations.

18.4 Users in Texas agree to venue in Galveston County, Texas for any court proceedings.

## 19 Modifications to Terms

19.1 SPEDGenie LLC reserves the right to modify these Terms at any time. Material changes will be communicated to active subscribers via email at least 14 days before taking effect.

19.2 Continued use of the platform after the effective date of updated Terms constitutes acceptance of the new Terms.

19.3 The most current version of these Terms will always be available at [spedgenie.com/terms](https://spedgenie.com/terms). The "Effective Date" at the top of the document indicates when the current version took effect.

## 20 Contact Information and Notices

For questions, concerns, or notices under these Terms, contact:

<b>Company</b>	SPEDGenie LLC
<b>Owner</b>	Renatta Mack
<b>Email</b>	<a href="mailto:renatta@spedgenie.com">renatta@spedgenie.com</a>
<b>Website</b>	<a href="https://spedgenie.com">spedgenie.com</a>
<b>Mailing Address</b>	2147 Salt Marsh Ct, League City, TX 77573
<b>Response Time</b>	Within 3 business days for general inquiries

**FERPA/Legal Notices**

renatta@spedgenie.com — mark subject: LEGAL NOTICE

**Acknowledgment**

By using SPEDGenie you acknowledge that you have read, understood, and agree to be bound by these Terms of Service in their entirety.

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Renatta Mack, Founder & Owner, SPEDGenie LLC Date

SPEDGenie LLC | spedgenie.com | renatta@spedgenie.com | League City, Texas

This document is provided for informational purposes. SpedGenie LLC recommends consulting a licensed attorney for specific legal advice.