

## **Terms of Service**

Last updated: 7/3/2026

Welcome to Cram. These Terms of Service (“Terms”) govern your access to and use of Cram, including our website, application, paid subscription features, AI-powered study tools, and related services (collectively, the “Service”).

By accessing or using Cram, you agree to these Terms. If you do not agree to these Terms, you may not use the Service.

### **1. Description of Service**

Cram is an AI-powered study tool designed to help users create and review educational materials, including summaries, explanations, flashcards, quizzes, practice questions, and other study-related content.

Cram is intended to assist with studying and learning. It is not a substitute for your own judgment, your instructor’s guidance, official course materials, professional advice, or institutional academic requirements.

### **2. Eligibility**

You must be at least 13 years old to use Cram. If you are under the age of 18, you may use Cram only with the permission and supervision of a parent or legal guardian.

By using the Service, you represent that you are legally able to agree to these Terms.

### **3. Accounts**

To access certain features, you may be required to create an account. You agree to provide accurate and complete information and to keep your account information up to date.

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. If you believe your account has been accessed without authorization, you should contact us immediately.

You may not share, sell, transfer, or allow others to use your account.

### **4. Subscriptions and Billing**

Cram may offer paid subscription features. Subscription pricing, billing frequency, and included features are displayed at checkout or within the Service.

Subscriptions are billed through Paddle, our Merchant of Record. Paddle handles payment processing, billing, tax calculation and collection, receipts, and related payment matters. By purchasing a subscription, you agree to Paddle’s applicable buyer terms and authorize Paddle to charge your selected payment method on a recurring basis until you cancel.

Unless otherwise stated, subscriptions renew automatically each month. You are responsible for canceling your subscription before the next billing date if you do not want to be charged again.

## 5. Cancellations and Refunds

You may cancel your subscription at any time. Canceling your subscription stops future billing, but it does not automatically refund charges that have already been paid. After cancellation, you will generally continue to have access to paid features until the end of your current billing period unless otherwise stated.

Because Cram is a low-cost digital subscription service, all subscription payments are final and non-refundable except where required by law or expressly stated in our Refund Policy.

If you believe you were charged in error, were double-charged, or experienced a technical issue that prevented access to your subscription, please contact us so we can review the issue.

## 6. Acceptable Use

You agree to use Cram lawfully and responsibly. You may not use the Service to:

- Violate any applicable law, regulation, or third-party right;
- Upload, submit, generate, or distribute unlawful, harmful, abusive, harassing, hateful, sexually explicit, exploitative, or otherwise inappropriate content;
- Upload malware, viruses, or other harmful code;
- Interfere with, disrupt, overload, or compromise the security or performance of the Service;
- Attempt to gain unauthorized access to any account, system, database, or network;
- Scrape, crawl, reverse engineer, copy, or extract data from the Service except as permitted by law or with our written permission;
- Bypass, abuse, or manipulate usage limits, billing systems, subscription rules, or access controls;
- Share your account with others or resell access to the Service;
- Use automated tools, bots, or scripts to access the Service without our permission;
- Use the Service to create content that violates your school's, employer's, or institution's academic integrity rules.

Cram is intended to support learning. You are responsible for making sure your use of the Service complies with any rules, honor codes, academic policies, or professional standards that apply to you.

## 7. AI-Generated Content and Educational Disclaimer

Cram uses artificial intelligence to generate study materials and educational assistance. AI-generated content may be inaccurate, incomplete, outdated, misleading, or inappropriate for your specific situation.

You are responsible for reviewing, verifying, and evaluating all summaries, answers, explanations, flashcards, quizzes, and other content generated by the Service before relying on them.

Cram does not guarantee that any content generated by the Service will be correct, complete, or suitable for any particular course, exam, assignment, certification, or educational purpose.

Cram does not guarantee improved grades, test scores, academic performance, admission outcomes, certification results, or any other educational outcome.

## 8. User Content

You may submit prompts, notes, text, documents, questions, files, or other materials to the Service (“User Content”).

You retain ownership of your User Content. By submitting User Content to Cram, you grant us a limited license to host, store, process, transmit, display, and use your User Content as necessary to provide, maintain, secure, and improve the Service.

You represent that you have the rights necessary to submit your User Content to the Service and that your User Content does not violate these Terms or the rights of any third party.

You should not submit sensitive personal information, confidential information, protected student records, health information, financial information, or other private information unless you are comfortable doing so and have the legal right to provide it.

## 9. Generated Content

Subject to these Terms, you may use content generated by Cram for your personal, educational, or internal use.

Because AI systems may generate similar or identical content for different users, Cram does not guarantee that generated content will be unique to you.

You are responsible for how you use generated content, including making sure your use complies with applicable laws, school rules, academic integrity policies, and third-party rights.

## 10. Usage Limits

We may apply reasonable usage limits, rate limits, feature limits, storage limits, or other access restrictions to protect the Service, prevent abuse, control costs, and maintain performance for other users.

Usage limits may vary by plan and may change over time. We may suspend, restrict, or terminate access if we believe your usage is excessive, abusive, automated, fraudulent, or harmful to the Service or other users.

## 11. Third-Party Services

Cram may rely on third-party services, including payment processors, AI model providers, hosting providers, analytics providers, authentication providers, and other technology vendors.

We are not responsible for third-party services, outages, errors, policies, or changes that may affect the Service. Your use of third-party services may be subject to their own terms and policies.

## 12. Privacy

Your use of the Service is also governed by our Privacy Policy, which explains how we collect, use, store, and share information.

By using Cram, you acknowledge that you have reviewed our Privacy Policy.

## 13. Service Availability and Changes

We may modify, suspend, limit, or discontinue any part of the Service at any time. We may also change, add, or remove features, subscription plans, usage limits, or pricing.

We do not guarantee that the Service will always be available, uninterrupted, secure, or error-free.

## 14. Account Suspension and Termination

We may suspend, restrict, or terminate your account or access to the Service if we believe that:

- You violated these Terms;
- Your use creates risk or harm to Cram, other users, or third parties;
- Your payment fails or your subscription is canceled;
- Your account is used fraudulently, unlawfully, or abusively;
- We are required to do so by law or a third-party service provider.

You may stop using the Service at any time. You may cancel your subscription through the billing tools provided by Cram, Paddle, or any account management options made available to you.

## 15. Intellectual Property

Cram, including its name, logo, design, software, features, interface, and other materials, is owned by us or our licensors and is protected by intellectual property laws.

You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works based on Cram or any part of the Service except as permitted by these Terms or applicable law.

#### 16. Disclaimer of Warranties

The Service is provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, Cram disclaims all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, and reliability.

We do not warrant that the Service will be uninterrupted, secure, error-free, accurate, complete, or suitable for your needs.

#### 17. Limitation of Liability

To the fullest extent permitted by law, Cram and its owners, operators, employees, contractors, affiliates, and service providers will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost data, loss of goodwill, business interruption, academic consequences, or other intangible losses arising from or related to your use of the Service.

To the fullest extent permitted by law, Cram’s total liability for any claim arising from or related to the Service or these Terms will not exceed the amount you paid to Cram for the Service during the three months before the event giving rise to the claim.

Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you.

#### 18. Indemnification

You agree to defend, indemnify, and hold harmless Cram and its owners, operators, employees, contractors, affiliates, and service providers from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys’ fees, arising from or related to:

- Your use of the Service;
- Your violation of these Terms;
- Your User Content;
- Your violation of any law, regulation, third-party right, academic policy, or institutional rule.

#### 19. Governing Law

These Terms are governed by the laws of the State of Georgia, without regard to its conflict of law principles.

Any dispute arising from or related to these Terms or the Service will be handled in the state or federal courts located in Georgia, unless applicable law requires otherwise.

## 20. Changes to These Terms

We may update these Terms from time to time. When we do, we will update the “Last updated” date above.

If we make material changes, we may notify you by email, through the Service, or by other reasonable means. Your continued use of the Service after the updated Terms become effective means you accept the updated Terms.

## 21. Contact

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

[support@trycram.com](mailto:support@trycram.com)