

AI Assessment Tool Terms of Use

These are the Terms and Use conditions that govern your use of the AI Assessment Generator Tool (the “Tool”). They supplement and should be read in conjunction with the Subscription Services Terms of Use ([Discovery Education Subscription Services | Terms of Use](#)).

Please read these Terms of Use carefully to ensure that you understand each provision and obligation.

A. About the Tool:

1. The Tool is powered by an AI engine and is able to generate assessment questions. The Tool leverages two AI models developed by OpenAI and licensed by us, overlaid by proprietary prompts we developed to facilitate the generation of assessments. The models are a variant of gpt-4, a type of large language model which is a large a deep learning algorithm that can recognize, summarize, predict and generate content based on knowledge gained from datasets. We use gpt-4 to generate the assessments, determine learning objectives, and determine question accuracy. We also use text-embedding-ada-002 which measures the relatedness of text strings and can be used for search, grouping and recommendations. We use this model to convert the text extracted from source materials into embeddings that are stored in a database and used for retrieval of source material when generating assessments. For more information on these models see: <https://platform.openai.com/docs/models>.
2. According to OpenAI’s terms, the OpenAI models do not use any source material you upload to improve the models unless you opt in to permit this and we have not opted in to this option. In addition, to help identify abuse, data you entered may be retained for up to 30 days, after which it will be deleted (unless otherwise required by law). Note that OpenAI’s terms are subject to change. They are currently available at <https://platform.openai.com/docs/models/how-we-use-your-data>

B. Input Content – Uploaded by You:

1. You must not upload any content, which includes any personally identifiable information such as names, addresses, or other contact information about students, parents, or others in information you provide to the Tool. You may be violating applicable law and/or the school's policies in doing so, and it may result in the suspension or termination of your access to the Tool and potential legal exposure for your school. For information about how we use your personal information generally (for example your account information) please see our [Privacy Policy](#).
2. You must ensure that any content that you upload into the Tool is content that you have created and/or have the legal right to share with us and use in this way. You further acknowledge that the content provided is accurate and complete.

3. If your sharing permissions in MyContent allow you to share your content with others, please make sure that you only share with those who you are permitted to share. When sharing, please alert your recipients to the fact that this is your own content and that it may have mistakes, inaccuracies, or bias, and that they should closely review all information in the content.
4. If we are accused of infringing a third party's intellectual property rights based on our receipt and use of your content, you agree to indemnify us for any costs that we may incur as a result of the claim, including attorney's fees.
5. We reserve the right to remove any of your content that violates our content policies, or which we determine may expose us to liability.
6. Content you upload will only be available for your use. We will not make it available to other users of the Tool.

C. Output Content and Responsibility for the Tool:

1. We do not verify the accuracy, completeness or reliability of any assessment or output produced by the Tool, and we are not responsible for your use or reliance on it. We do not guarantee that the content generated by the Tool will be accurate or will suit your needs.
2. Disclaimer of Warranties. WE ARE PROVIDING THE TOOL ON AN AS-IS AND AS-AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND. THERE MAY OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH MATERIALS GENERATED BY THE TOOL. YOUR USE OF MATERIALS GENERATED BY THE TOOL AT YOUR OWN RISK. Any warranties, service level agreements, or indemnification provided by us with respect to any other Discovery Education products or services do not apply to the Tool.
3. We reserve the right to remove, modify, or discontinue the Tool or any of its features at our sole discretion without any further liability or obligation.
4. Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENT BETWEEN US, THE AGGREGATE LIABILITY OF DISCOVERY EDUCATION FOR OR ARISING IN CONNECTION WITH THESE TERMS, YOUR USE OF THE TOOL, AND YOUR USE OF OUTPUT FROM THE TOOL SHALL NOT EXCEED \$100 IN NO EVENT SHALL DISCOVERY EDUCATION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.
5. The Tool's knowledge is only as current as the information it has been trained on, which may not always be as current as required to generate completely accurate content and assessments.

6. When using AI-generated content you acknowledge the following:
 - a. Content and assessments created by the Tool are meant to assist Educators and Administrators like you but are not meant to replace professional skills and judgment. Please review all information or choices that are presented or made by the Tool and assess them with scrutiny – as a first draft that must be confirmed. Please revise it as appropriate to ensure it is accurate and functional for its intended use.
 - b. Please bear in mind that the Tool’s disclosure of percentage accuracy, which indicates how confident the Tool is in its content and assessments, is a measure of confidence and not a guarantee. You must review and confirm the recommendations made by the Tool even if it displays a high percentage of accuracy. DE does not guarantee any specific results through the use of the Tool for you, your school or your students.
 - c. You acknowledge that AI can occasionally produce biased, fictitious, or otherwise incorrect content or assessments. Always double-check your source content, learning objectives, grade or reading level, distractor rationale, and/or state standards that are presented, and the assessment questions generated, both generally and for bias and accuracy, and revise them as needed before sharing anything with students.
 - d. To double-check the assessment or any output produced by the Tool you can always go back and review the questions, prompt you entered, and the output provided. These are sorted in your ‘My Assessments’ space on the homepage.
7. Please consult and follow your school’s policies regarding disclosing that the content was prepared with the assistance of AI.

D. Your commitment to us:

1. To use the Tool, you must log-in using your existing school account.
2. You must maintain the confidentiality of your account credentials and passwords and may not share them with anyone nor use anyone else’s account.
3. Do not use the Tool to generate or share any harmful, offensive, illegal, or misleading content, or in a way that discriminates against any individual or group.
4. Do not use the Tool in a way that infringes upon or violates anyone’s rights.
5. You may not copy, distribute or share access to the Tool and its features to any third party.

6. You agree to indemnify, defend and hold us and our affiliates harmless from any and all claims arising from your use of the Tool, including any content uploaded by you.

E. Questions and Concerns:

1. If you find a mistake or inaccuracy in materials provided or used by the Tool or have any questions about the use of the Tool, please let us know by PartnerSuccessTeam@discoveryed.com.
2. To report any claim of alleged infringement of intellectual property please follow the instructions set forth in Section XII of the [Subscription Services Terms of Use](#)