

Terms of Service

Effective August 1, 2024

From everyone at Omni, thank you for soliciting our services! We provide them to help you succeed in your academic endeavors. Because we don't know every one of our customers personally, we have to put in place some Terms of Service to help keep the waters clear.

When we say "Company", "we", "our", or "us" in this document, we are referring to Omni Academic.

When we say "Services", we mean our website, and any product created and maintained by Omni Academic, whether delivered within a web browser, desktop application, mobile application, or another format.

When we say "You" or "your", we are referring to the people or organizations that own an account with one or more of our services, or partake in continued monetary transactions with our employees.

We may update these Terms of Service ("Terms") in the future. Typically these changes are made to clarify some of these terms by linking to an expanded related policy. Whenever we make a significant change to our policies, we will refresh the date at the top of this page and take any other appropriate steps to notify account holders.

When you use our Services, now or in the future, you are agreeing to the latest Terms. There may be times where we do not exercise or enforce a right or provision of the Terms; however, that does not mean we are waiving that right or provision. These Terms do contain a limitation of our liability.

If you violate any of the Terms, we may terminate your account. That's a broad statement and it means you need to place a lot of trust in us. We do our best to deserve that trust by being open about who we are, how we work, and keeping an open door to omnicogni.learning@gmail.com

Account Terms

You are responsible for maintaining the security of your account and password and for ensuring that any of your users do the same. Omni Academic cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. We recommend all users set up two-factor authentication for added security. In some of our Services, we may require it.

You are responsible for all content posted to and activity that occurs under your account, including content posted by and activity of any users in your account.

You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

Payment, Refunds, and Plan Changes

If you are using a free version of one of our Services (e.g. a trial lesson or free supplementary material provided by tutors), it is really free: we do not ask you for your credit card and — just like for customers who pay for our Services — we do not sell your data.

Full refunds are only offered if the cancellation is made at least 24 hours prior to the session. No refunds will be made for sessions within 24 hours of cancellation.

If you are upgrading from a free plan to a paid plan, we will charge your card immediately and your billing cycle (if applicable) starts on the day of upgrade.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. Otherwise, you are responsible for payment of all taxes, levies, or duties.

No Guarantee of Results

Omni Academic cannot guarantee specific results as effectiveness depends on both tutor and student

Dispute Handling

Tutors are individually liable for any misconduct or malpractice during sessions. Omni Learning is not liable for any malpractice committed by tutors.

Cancellation and Termination

You are solely responsible for properly canceling your account. Within each of our Services, we provide a simple no-questions-asked cancellation link. You can find instructions for how to cancel your account in our Cancellation policy. An email or phone request to cancel your account is not automatically considered cancellation. If you need help canceling your account, you can always omnicogni.learning@gmail.com.

All of your content will be inaccessible from the Services immediately upon account cancellation. Within 30 days, all content will be permanently deleted from active systems and logs. Within 60 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. We do not automatically prorate unused time in the last billing cycle.

We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. There are some things we staunchly stand against and this clause is how we exercise that stance.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of a Company employee or officer will result in immediate account termination.

Uptime, Security, and Privacy

Your use of the Services is at your sole risk. We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted. Please refer to our Security Overview for full details and our Security Response page for how to report a security incident or threat.

When you use our Services, you entrust us with your data. We take that trust to heart. You agree that Omni Academic may process your data as described in our Privacy Policy and for no other purpose. We as humans can access your data for the following reasons:

To help you with support requests you make. We'll ask for express consent before accessing your account.

On the rare occasions when an error occurs that stops an automated process partway through. When we can fix the issue and restart automated processing without looking at any personal data, we do. In rare cases, we have to look at a minimum amount of personal data to fix the issue. In these rare cases, we aim to fix the root cause to prevent the errors from recurring.

To safeguard Omni Academic. We'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an abuse report investigation.

To the extent required by applicable law. As a US company with all data infrastructure located in the US, we only preserve or share customer data if compelled by a US government authority with a legally binding order or proper request under the Stored Communications Act, or in limited circumstances in the event of an emergency request. If a non-US authority approaches Omni Academic for assistance, our default stance is to refuse unless the order has been approved by the US government, which compels us to comply through procedures outlined in an established mutual legal assistance treaty or agreement mechanism. If Omni Academic is audited by a tax authority, we only share the bare minimum billing information needed to complete the audit.

We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. You can see a list of all subprocessors who handle personal data for Omni Academic as well as a list of Company processors.

Under the California Consumer Privacy Act ("CCPA"), Omni Academic is a "service provider", not a "business" or "third party", with respect to your use of the Services. That means we process any data you share with us only for the purpose you signed up for and as described in these Terms, the Privacy policy, and other policies. We do not retain, use, disclose, or sell any of that information for any other commercial purposes unless we have your explicit permission. And on the flip-side, you agree to comply with your requirements under the CCPA and not use Basecamp's Services in a way that violates the regulations.

We mention liability throughout these Terms but to put it all in one section:

You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to these Terms or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.

If you have a question about any of these Terms, please contact omnicogni.learning@gmail.com