

Beacon Terms of Use

Last Updated: July 7, 2026

1. Acceptance of Terms

By accessing or using Beacon ("Beacon," "we," "our," or "the Service"), you agree to these Terms of Use. If you do not agree, do not use the Service.

2. Educational Support Tool

Beacon is designed to assist educators in creating instructional materials, goal-tracking tools, progress-monitoring resources, and related educational documents.

Beacon is intended as a professional support tool and does not replace professional judgment, district policies, legal requirements, or special education compliance obligations.

Users are solely responsible for reviewing and verifying all generated content before use.

3. User Responsibility

You agree to:

Provide accurate account information.

Maintain the security of your login credentials.

Review all generated materials for accuracy and appropriateness.

Use the Service in compliance with applicable laws, district policies, and professional standards.

You are responsible for all activity occurring under your account.

4. Student Information

Users are responsible for ensuring that any information entered into Beacon is collected, stored, and used in compliance with applicable privacy laws and district policies.

Users should not upload information they are not authorized to share.

During beta testing, users are encouraged to use anonymized or de-identified information whenever possible.

5. FERPA and Privacy Compliance

Beacon is designed to support educators but does not guarantee compliance with:

FERPA

IDEA

Section 504

State education laws

District-specific requirements

Users remain responsible for ensuring that their use of the Service complies with all applicable laws and regulations.

6. AI-Generated Content

Beacon uses artificial intelligence to generate educational materials, recommendations, and supporting documents.

AI-generated content may contain errors, omissions, or inaccuracies.

Users must independently review all generated materials before distributing, implementing, or relying upon them.

Beacon-generated materials are intended as draft resources and professional supports. Final responsibility for educational decisions, documentation, progress reporting, compliance, and student services remains with the user.

Beacon makes no guarantees regarding educational, legal, compliance, or student outcomes.

7. Prohibited Uses

You agree not to:

Upload unlawful content.

Upload information you are not authorized to access or share.

Attempt to gain unauthorized access to the Service.

Reverse engineer, copy, modify, distribute, or resell the Service.

Use the Service in a manner that violates privacy laws, district policies, or professional standards.

8. Intellectual Property

Beacon and EmberKeep LLC retain ownership of the software, design, branding, content templates, AI workflows, and underlying technology.

Users retain ownership of content they create or upload.

By using the Service, you grant Beacon a limited license to process uploaded information solely for the purpose of providing and improving the Service.

9. Service Availability

We may modify, suspend, discontinue, or update any portion of the Service at any time.

We do not guarantee uninterrupted availability, error-free operation, or compatibility with all devices, browsers, or systems.

10. Disclaimer of Warranties

The Service is provided "as is" and "as available."

Beacon makes no warranties, express or implied, regarding:

Accuracy

Reliability

Availability

Fitness for a particular purpose

Educational outcomes

Compliance outcomes

Suitability for any specific student or educational setting

Users assume all risk associated with the use of generated content and educational materials.

11. Limitation of Liability

To the maximum extent permitted by law, Beacon, EmberKeep LLC, and their owners, officers, employees, contractors, and affiliates shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from use of the Service.

In no event shall Beacon's total liability exceed the amount paid by the user for the Service during the twelve months preceding the event giving rise to the claim.

If the Service is provided free of charge, Beacon's total liability shall not exceed one hundred dollars (\$100).

12. Indemnification

You agree to defend, indemnify, and hold harmless Beacon and EmberKeep LLC from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from:

Your use of the Service

Your uploaded content

Your violation of these Terms

Your violation of applicable laws, regulations, or district policies

Claims related to educational decisions or materials generated through your use of the Service

13. Beta Features

Beacon may offer beta, experimental, or preview features.

Beta features are provided for evaluation purposes only and may contain bugs, errors, inaccuracies, or incomplete functionality.

We may modify or remove beta features at any time without notice.

14. Changes to These Terms

We may update these Terms from time to time.

Continued use of the Service after revised Terms are posted constitutes acceptance of the updated Terms.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles.

Any legal action arising from these Terms or use of the Service shall be brought in the state or federal courts located in Arizona.

16. Contact Information

Questions regarding these Terms may be directed to:

Beacon

A product of EmberKeep LLC

hello@emberkeep.co