

# Terms of Service

Last updated: 10/30/25

## 1. Definitions

“**Service**” means the Gambit applications and website.

“**User**,” “**you**,” “**your**” means any individual or entity accessing or using the Service.

“**Content**” means all text, data, information, software, graphics, and other materials provided by the Service.

## 2. Acceptance

By creating an account or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

## 3. Eligibility

You must be at least 18 years old (or older as required by your jurisdiction) to use the Service.

## 4. Accounts & Access

4.1 **Registration.** You agree to provide accurate information and keep your credentials secure.

4.2 **Canvas Integration.** You authorize Gambit to access your Canvas LMS data (read-only) under your Canvas credentials. You may revoke this access at any time in your Canvas account settings.

## 5. User Conduct

5.1 You will not use the Service to violate any applicable laws or infringe others’ rights.

5.2 You will not reverse-engineer, sublicense, redistribute, or misuse the Service in any way.

5.3 Inappropriate content (harassing, defamatory, obscene, or infringing) is prohibited, and Gambit may remove it at its discretion.

## 6. Subscriptions, Virtual Currency & Rewards

6.1 The Service may offer free and paid subscription tiers. Fees, billing, and cancellation terms will be disclosed at point of sale.

6.2 **Virtual points (XP)** and in-app rewards have no cash value and are non-transferable and non-redeemable for any real-world item or currency.

6.3 Gambit reserves the right to modify, add, or remove features, XP mechanics, and rewards at any time.

## **7. Intellectual Property**

All rights, title, and interest in the Service, Content, and trademarks belong to Gambit or its licensors. You may not copy, modify, or distribute any part of the Service without prior written permission.

## **8. Privacy & Data Use**

Your use of data is governed by our Privacy Policy, incorporated herein by reference. By using the Service, you consent to that Policy.

## **9. Disclaimers & Warranties**

The Service is provided “AS IS,” without warranty of any kind. Gambit disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

## **10. Limitation of Liability**

To the maximum extent permitted by law, Gambit will not be liable for indirect, incidental, special, or consequential damages arising out of your use of the Service.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Gambit and its officers, directors, employees, and agents from any claims, damages, liabilities, or expenses arising from your use of the Service or violation of these Terms.

## **12. Termination**

Gambit may suspend or terminate your account if you breach these Terms or misuse the Service. Upon termination, your right to use the Service ceases immediately.

## **13. Governing Law**

These Terms are governed by the laws of California, without regard to conflict of law principles. Any dispute will be resolved in court.

## **14. Changes to Terms**

Gambit may modify these Terms at any time. We will provide notice by email or in-app notification. Continued use after changes constitutes acceptance.