

AscendChess Terms of Service

Effective date: May 23, 2026 **Operated by:** Jacaru Co LLC, doing business as AscendChess ("AscendChess," "we," "us," or "our") **Contact:** joseph.hungerman@ascendchess.com

AscendChess is in beta. These terms govern your use of the platform during beta and after public launch. Please read them. By using AscendChess, you agree to them.

1. Acceptance of these terms

By accessing or using AscendChess, you agree to be bound by these Terms of Service and by our Privacy Policy. If you do not agree, please do not use the service.

2. The service

AscendChess is a chess improvement platform that analyzes your games, identifies weaknesses, and builds a structured study plan and coaching around them. The service is currently in beta, which means features may change, be added, or be removed, and the platform may have errors or interruptions. We provide the service on an evolving basis.

3. Eligibility and accounts

You access AscendChess through a WilCo Chess Club account, which provides single sign-on. You are responsible for the activity that occurs under your account and for keeping your login secure. You must provide accurate information and keep it current.

AscendChess is not intended for children under 13. If you are a minor, you should use the service only with the involvement of a parent, guardian, or coach who agrees to these terms on your behalf.

4. Beta access, subscriptions, and billing

During beta, access is provided to eligible WilCo Chess Club members at no additional charge as part of their membership. Beta access may be changed or ended as the platform moves toward public launch.

When paid subscriptions become available, the applicable prices, tiers, and billing terms will be presented to you before you subscribe, and payment will be handled by our third-party payment processor. Subscriptions renew according to the terms shown at signup unless cancelled. You can cancel a subscription as described in the platform or by contacting us. Except where required by law, fees already paid are non-refundable.

5. Acceptable use

You agree not to: use the service for any unlawful purpose; attempt to gain unauthorized access

to the platform, other accounts, or our systems; interfere with or disrupt the service; scrape, harvest, or bulk-extract data from the platform except through features we provide; reverse engineer or attempt to extract source code except to the extent permitted by law; resell or commercially redistribute the service without our permission; or upload content that infringes the rights of others or that is unlawful.

6. Your content

You retain ownership of the chess content you bring to or create on the platform, including your imported games, your repertoire, your study collections, and your notes. By using the service, you grant AscendChess a limited license to store, process, analyze, and display that content for the purpose of operating the service for you, including sending relevant chess data to our AI providers to generate analysis and coaching as described in the Privacy Policy.

You are responsible for ensuring you have the right to upload any content you bring to the platform.

7. Coaching and sharing

If you choose to share your profile with a coach, you authorize AscendChess to make the chess and study data you share visible to that coach through the platform. You control whether to share, and you are responsible for choosing who you share with. Coaches who use the platform agree to use shared data only to support the coaching relationship and in accordance with these terms.

8. Intellectual property

The AscendChess platform, including its software, design, methodology, training content, written coaching frameworks, and brand, is owned by Jacaru Co LLC and is protected by intellectual property laws. These terms do not grant you any ownership of the platform or its content. You may use the platform only as permitted by these terms.

9. AI-generated content

AscendChess uses artificial intelligence to generate analysis, recommendations, and coaching. This content is informational and is intended as a study aid. It may contain errors, and it is not a substitute for a qualified human coach. We do not guarantee any particular result, rating gain, or improvement from using the service.

10. Third-party services

The platform connects to third-party services, such as Lichess and Chess.com for game import, and relies on third-party providers for AI processing, hosting, and payments. Your use of those third-party services is governed by their own terms and policies. We are not responsible for third-party services we do not control.

11. Disclaimers

The service is provided on an "as is" and "as available" basis, and during beta especially may be incomplete, interrupted, or subject to change. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the service will be uninterrupted, error-free, or that it will produce any specific improvement in your chess.

12. Limitation of liability

To the fullest extent permitted by law, AscendChess and Jacaru Co LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of data, profits, or goodwill, arising from your use of or inability to use the service. To the fullest extent permitted by law, our total liability for any claim relating to the service will not exceed the greater of the amount you paid us in the twelve months before the claim or one hundred United States dollars.

13. Indemnification

You agree to indemnify and hold harmless AscendChess and Jacaru Co LLC from any claims, damages, or expenses arising from your misuse of the service, your violation of these terms, or your violation of the rights of any third party.

14. Termination

You may stop using the service and close your account at any time. We may suspend or terminate your access if you violate these terms, if required by law, or if we discontinue the service. On termination, the provisions of these terms that by their nature should survive, including ownership, disclaimers, limitation of liability, and indemnification, will survive.

15. Changes to these terms

We may update these terms as the platform evolves. When we make material changes, we will update the effective date and, where appropriate, notify you. Your continued use of the service after a change takes effect means you accept the updated terms.

16. Governing law

These terms are governed by the laws of the State of Tennessee, without regard to its conflict of laws rules. Any dispute relating to these terms or the service will be brought in the state or federal courts located in Tennessee, and you consent to the jurisdiction of those courts.

17. Contact us

Questions about these terms can be sent to joseph.hungerman@ascendchess.com.

This document is a beta draft prepared by the AscendChess team and has not yet been reviewed by legal counsel. It is intended to be reviewed by an attorney as the business scope expands.