

# **TERMS OF USE**

## **ACCEPTANCE OF TERMS**

EqsQuest Ltd. ("EqsQuest", "us", "our" or "we") provides the Symbolab website and other related services (the "Website") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on the Website, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS WEBSITE YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY, AND YOU HEREBY ACCEPT ALL OF THE TERMS OF USE. YOU AGREE THAT THE TERMS OF USE ARE ENFORCEABLE IN THE SAME MANNER AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, PLEASE EXIT THE WEBSITE NOW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE WEBSITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES.

These Terms of Use are effective as of the 1<sup>ST</sup> of April, 2016. We reserve the right to change, alter, replace or otherwise modify these Terms of Use at any time. It is your responsibility to check this page from time to time for updates. Your continued use of the Website after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Website and/or its contents.

## **OUR SERVICES**

We provide various services on the Website including, *inter alia*, an innovative platform running complex algorithms, helping you solve, learn and practice mathematics.

We may, from time to time, add or release new services, features and/or products on the Website (collectively "Additional Services"), or introduce you in to such Additional Services. Any Additional Services will be subject to these Terms of Use, as well as any additional terms of use that we may release for those specific Additional Services.

We reserve the sole right to either modify or discontinue the Website, including any of the Website's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right.

the Service is provided on an "as-is" basis and we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

## **YOUR REGISTRATION OBLIGATIONS AND DATA PRIVACY**

In order to access some of the services on this Website, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we will have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, and thus have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

The information we obtain through your use of this Website, including your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

### **MEMBERSHIP AND BILLING (if applicable)**

You can find the specific details regarding your membership with Symbolab at any time. Simply sign in to your Symbolab account, go to the Membership tab, and click Manage your account.

#### **a. Billing**

By starting your Symbolab membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the type of membership (monthly or yearly) you chose during registration. You agree that we are authorized to charge you the membership fee at the then-current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Service, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership.

In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by e-mail. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Account management page.

#### **b. Ongoing Membership**

Your membership will continue in effect unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each billing period in order to avoid billing of the next membership fee to your Payment Method. We will bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

#### **c. Cancellation**

You may cancel your Symbolab membership at any time, and cancellation will be effective immediately. You will continue to have access to the membership account and program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, click the words "Cancel membership" on your Account management page. Follow the instructions for cancellation under the heading "Cancel Membership."

## **MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Each account may not be shared by more than one person unless express authorization is given by us.

## **MEMBER BEHAVIOR AND CONDUCT**

You understand that all information including but not limited to data, text, software, photographs, graphics, illustrations, artwork, video, music, sound, messages, names, logos, trademarks, service marks and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not EqsQuest, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available via the Service. EqsQuest does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

We neither endorse nor assume any liability for the Content of any material uploaded or submitted by third party users of the Website. We generally do not pre-screen, monitor, or edit the Content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Website. However, we and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Website, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such Content. You hereby consent to such removal and waive any claim against us arising out of such removal of Content. See below for a description of the procedures to be followed in the event that any party believes that Content posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

Under no circumstances will EqsQuest be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Website may be available to you or other authorized users of the Website. You shall not interfere with anyone

else's use and enjoyment of the Website or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our Website without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

### **SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

### **INDEMNITY**

You hereby agree to indemnify, defend and hold harmless EqsQuest, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from your use or misuse of this Website and or any violation by you of these Terms of Use.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

### **LINKING TO EQSQUEST'S WEBSITE**

We welcome links to any page on our Website. You are free to establish a hypertext link to the Website so long as the link does not state or imply any connection or approval of your website, products and/or services by EqsQuest, and does not portray EqsQuest in a false or otherwise offensive manner. You may not link to our Website from a site that you do not own or have permission to use. In the event that you link to EqsQuest's Website you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

### **MODIFICATIONS TO SERVICE**

EqsQuest reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that EqsQuest shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

### **TERMINATION**

You agree that EqsQuest, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if EqsQuest believes that you have violated or acted inconsistently with the letter or spirit of

the Terms of Use. EqsQuest may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that EqsQuest may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that EqsQuest shall not be liable to you or any third-party for any termination of your access to the Service.

## **EQSQUEST'S PROPRIETARY RIGHTS**

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You understand and agree that temporary interruptions of the services available through this Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Website, and therefore, delays and disruption of other network transmissions are completely beyond our control.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE, CONTENT, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE, CONTENT, MATERIALS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EQSQUEST HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE .

YOU AGREE THAT THE AGGREGATE LIABILITY OF EQSQUEST TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE WEBSITE, CONTENT OR SERVICES IS LIMITED TO THE AMOUNTS YOU HAVE PAID (IF ANY) TO COMPANY FOR ACCESS TO AND USE OF THE WEBSITE, CONTENT, OR SERVICES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT(S) THAT GAVE RISE TO SUCH LIABILITY .

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS WEBSITE (IF ANY).

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **GENERAL TERMS**

Severability. In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

Waiver. The failure of Company to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

Governing Law and Jurisdiction. These Terms of Use and any action related thereto will be exclusively governed by the laws of the State of Israel and the competent courts residing in Tel Aviv, Israel, without regard to its conflict of law provisions.

Entire Agreement. These Terms of Use constitute the entire agreement and understanding between us and you concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

Contact Information. Except as explicitly noted on this Website, the services available through this Website are offered by EqsQuest .You are welcome to contact us at support@symbolab.com