



## License Terms and Conditions

The following license agreement (this “Agreement”) is a legal agreement between you (or your company or institution) and Classmate, L.L.C. (“MathHelp.com”), the owner of the online Service (the “Service”). ATTENTION: By using the Service online, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Service.

**License.** The Service is licensed to you. It is not sold to you. All right, title and ownership interest, including copyright, in the Service remain exclusively with MathHelp.com. Your use of the Service is subject to and limited by the terms of this Agreement.

**Description of Service.** MathHelp.com currently provides users with a website to help learn and practice mathematics. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new MathHelp.com properties, shall be subject to the License Terms and Conditions. You understand and agree that the Service is provided "as-is" and that MathHelp.com assumes 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.** In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MathHelp.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MathHelp.com has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**Membership and Billing.** You can find the specific details regarding your membership with MathHelp.com at any time. Simply sign in to your MathHelp.com account and go to the Subscription Information Tab.

a. Billing

By starting your MathHelp.com 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. Please note that prices and charges are subject to change with notice. As used in this License and Term Conditions, "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. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: 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 Subscription. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

#### b. Ongoing Membership

Your MathHelp.com 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 rate you originally signed up at 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 MathHelp.com membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your account and click the words "Cancel Membership" on your Subscription Information page. Follow the instructions for cancellation under the heading "Cancel Membership."

**Privacy Policy.** Registration Data and certain other information about you is subject to our Privacy Policy.

**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 MathHelp.com 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. MathHelp.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

MathHelp.com accounts may not be shared by more than one person unless express authorization is given by MathHelp.com.

**Restrictions.** You may not rent, lease, share or resell the Service. You may not copy (in whole or in part), duplicate or create any derivative works of the Service. Any effort to reverse engineer, de-compile, translate, or disassemble the Service is prohibited to the extent permitted by applicable law.

**Modifications to Service.** MathHelp.com 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 MathHelp.com 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 MathHelp.com, 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 MathHelp.com believes that you have violated or acted inconsistently with the letter or spirit of the License Terms and Conditions. MathHelp.com 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 License Terms and Conditions may be effected without prior notice, and acknowledge and agree that MathHelp.com 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 MathHelp.com shall not be liable to you or any third-party for any termination of your access to the Service.

**Abuse:** MathHelp.com reserves the right to limit the usage of any account if determined solely by MathHelp.com that a user is abusing the terms of the licensing agreement. Examples of abuse include but are not limited to sharing accounts, harvesting answers, or otherwise using accounts in any manner deemed solely by MathHelp.com to be abusive.

**Warranty.** The Service is provided to you on an "AS IS" basis, without any warranties, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular use or purpose.

**Limitation of Liability. IN NO EVENT SHALL MATHHELP.COM BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER. MATHHELP.COM'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE.**

**General.** This Agreement constitutes the entire agreement between you and MathHelp.com. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The only venue for any claim or dispute arising out of this Agreement shall be in Harris County, Texas. MathHelp.com reserves the right to change the terms and conditions at any time.

rev. 8-13-14