

TERMS OF USE

ACCEPTANCE OF TERMS

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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 1ST 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.

Eligibility

You may use our Website our services or Additional Services only in compliance with these Terms and all applicable laws. Any use or access by anyone under the age of 13 is prohibited (such prohibition may change in accordance to any applicable law of other jurisdictions). By accessing our Website, you certify to us that you are at least 13 years old. For further information and if you would like to report any violation of this prohibition, please visit our Privacy Policy.

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.

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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.

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

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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