TERMS OF USE

Jeff Morris d/b/a MathManMo welcomes you to MathManMo's™ math tutoring services (*hereafter*, the "Service"). We have prepared these Terms of Use (*hereafter*, "Terms"), which provide you with our rule using our website www.mathmanmo.com (*hereafter*, the "Website") and Services. You (*also referred as*, the "User") will be required to separately agree to a Tutoring Terms and Conditions, in which these Terms and the Privacy Policy are incorporated therein. **PLEASE NOTE THAT THESE TERMS ARE LEGALLY BINDING; AS A RESULT, PLEASE READ THEM CAREFULLY. BY USING OUR WEBSITE, THE USER WARRANTS THAT HE OR SHE HAS THE LEGAL RIGHT AND CAPACITY TO ENTER INTO THESE TERMS IN YOUR JURISDICTION AND UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THESE TERMS.** Each of the parties may be referred to herein as a "Party" and jointly or collectively as the "Parties."

IF YOU DO NOT AGREE TO THESE TERMS SET FORTH IN THE TERMS OF USE OF THE WEBSITE, YOU MAY NOT USE THE WEBSITE OR PARTICPATE IN THE SERVICES OFFERED BY MATHMANMO.

1. Age Restriction

No person under the age of 18 is permitted to sign up for the Services or purchase educational materials unless permitted by the person's legal guardian or parent. If a person under the age of 18 would like to sign up for our Services through our Website or purchase any educational materials through our Website, a legal guardian or parent must do so on his or her behalf. We will only collect personally identifiable information from your child as is reasonably necessary to provide them access to the Website or our Service. Please see our Privacy Policy and Tutoring Terms and Conditions for additional information regarding individuals under the age of 18.

2. Use of Website, Restrictions and Responsibilities

    a. You must not change, modify, adapt or alter the Website;
    b. You must not interfere with or disrupt the Website or Servuice. This includes any servers or any networks that are connected to the Website;
    c. You are responsible for reading and abiding by these Terms and any other MathManMo's polices and terms and conditions; and
    d. You may not use the Website for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Website.

3. Advertisement. MathManMo may use advertisements as part of the Website. By using the Website, you hereby agree that MathManMo may place such advertising and promotions on the Website. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

4. Intellectual Property Rights

    a. The Website contains content owned or licensed by MathManMo (*hereafter*, "MathManMo Content"). MathManMo Content is protected by copyright, trademark, trade secret and other laws, and, as between you and MathManMo, MathManMo owns and

retains all rights in the MathManMo Content. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the MathManMo Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the MathManMo Content.

b. Any intellectual property that you may conceive, develop or create as a result of observing or using the Website or our Services shall be owned by MathManMo. This shall include, but not be limited to any suggestions or feedback you may provide MathManMo regarding or related to the Website or our Services. You agree that you will assign and do hereby assign to MathManMo all right, title, and interest in any intellectual property, without renumeration, that you may conceive, develop or create as a result of observing or using the Website or our Services. Intellectual Property is defined as patents, patent applications and inventions (whether patentable or not) associated with the Website or our Services; (b) branding and trademarks associated with the Website or our Services; (c) copyrights and works of authorship associated with the Website or our Services; (d) trade secrets and know-how associated with the Website or our Services; and (d) all tangible and intangible representations and manifestations of such intellectual property associated with the Website or our Services.

c. MathManMo, at its sole discretion, will provide you with automatic updates of the Website.

d. MathManMo is serious about protecting and enforcing intellectual property. All complaints about infringement of another's intellectual property must be sent to the following email address: mathmanmo@gmail.com. The subject line must read "Infringement Complaint." Please note that any allegations of infringement should provide enough specificity for our team to consider. MathManMo may request additional information before determining the validity of the alleged infringement.

e. For copyright infringement, pursuant to 17 U.S.C. § 512(c)(3), please provide the following information to the MathManMo contact address above so that we can assess the claim:

  i. physical or electronic signature of a person authorized to act on behalf of the copyright owner;

  ii. identify the copyrighted work claimed to have been infringed;

  iii. identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;

  iv. provide your contact information, including your address, telephone number, and an email address;

  v. provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

  vi. provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

5. Privacy

MathManMo is committed to protecting your privacy while you use the Website and our Services. We encourage all users to review our Privacy Policy, which can be read on our Website. By using the MathManMo, you agree to the conditions set forth in our Privacy Policy as well as the Tutoring Terms and Conditions.

6. Indemnification

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless MathManMo, its affiliates, officers, members, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Website and Services; and (b) your breach of these Terms or any other terms or policies set forth by MathManMo.

7. Disclaimers

    a. THE WEBSITE AND SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT:

        i. THE WEBSITE OR SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY;

        ii. THE WEBSITE OR SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR

        iii. THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE WEBSITE OR SERVICES WILL BE TIMELY OR ACCURATE.

    b. YOU MAY USE A SERVICE, FEATURE OR FUNCTIONALTY THAT A THIRD PARTY MADE AVAILABLE THROUGH THE WEBSITE OR SERVICE. MATHMANMO IS NOT RESPONSIBLE OR LIABLE FOR A THIRD PARTY'S TERMS OR ACTION AND YOU SHALL BE RESPONSIBLE FOR ABIDING BY SUCH THIRD PARTY'S TERMS.

8. Limitation of Liabilities

    a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MATHMANMO AND ITS OFFICERS, MEMBERS, EMPLOYEES, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

        i. YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE OR THE SERVICES;

        ii. THE CONDUCT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE WEBSITE OR SERVICES;

        iii. ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY MATHMANMO, ITS AGENTS OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE WEBSITE OR SERVICE;

        iv. ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS;

> v. ANY ERRORS OR OMISSIONS IN THE WEBSITE OR SERVICE'S OPERATION; OR
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> vi. ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY.

IN NO EVENT WILL MATHMANMO PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS ($100.00).

9. Termination of Terms

   a. You may terminate the Terms at any time for any reason pursuant to the terms set forth in the Tutoring Terms and Conditions.
   b. If MathManMo believes the User violates these Terms or any other terms and policies set forth by MathManMo, we reserve the right (but not obligated) to delete your access to the Website and terminate the Services to the User.
   c. The following sections survive termination of the Terms: Sections 4 and 6-13.

10. Arbitration, Small Claims, Class-Action Waiver, and Jury Waiver

    a. *Binding Arbitration*. In the event the Parties are unable to resolve any dispute, controversy, or claim (collectively, "Dispute") arising out of or relating to this Agreement within sixty (60) days of written notice of the Dispute by the complaining Party, the Parties shall settle the Dispute by binding arbitration heard by one (1) arbitrator in accordance with the Consumer Arbitration Rules ("Rules") of the American Arbitration Association. See https://www.adr.org/Rules. The arbitrator shall be appointed in accordance with the Rules. The Parties hereto agree that the venue of such arbitration shall be the State of Maine, Cumberland County. The arbitrator shall be bound by the terms and conditions of these Terms, including the Privacy Policy and Tutoring Terms and Conditions (collectively, "Agreements") and shall have no power, in rendering the award, to alter or depart from any express provision of these Agreements, and the failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator shall apply the law specified in the State of Maine and the Parties waive any objection which they now or hereafter may have regarding personal jurisdiction or venue or any claim concerning forum non conveniens. Any award of the arbitrator shall be binding upon the Parties and judgment may be entered in any court of competent jurisdiction, including, without limitation, the courts of the State of Maine or any federal court in the United States of America, State of Maine, or any court of competent jurisdiction the world. The award and judgment thereon shall include interest at the legal rate from the date that the sum awarded to the prevailing party was originally due and payable, and attorneys' fees and other arbitration costs, including, without limitation, costs associated with expert witnesses.
    b. *Time Limitation*: All claims related to MathManMo, the Website or the Service must be filed within one year after such claim arose. You agree that if you fail to file a claim within one year after such a claim arose, you will be prohibited from bringing the claim against MathManMo.
    c. *Class-Action Waiver*. You may bring claims only on your own behalf. Neither you nor MathManMo will participate in a class action or class-wide arbitration for any claims covered by these Terms, Privacy Policy or Services. You also agree not to participate in

claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if MathManMo is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this section will be null and void. This section will survive the termination of your relationship with MathManMo.

d. *Jury Waiver*. You and MathManMo agree to expressly waive all rights to a jury trial.

11. Severability

In the event any provision of the Terms or the application of any such provision shall be held by a court, arbiter or tribunal to be invalid or unenforceable, the remaining provisions of the Terms shall remain in full force and effect.

12. Assignment

You will not assign the Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of MathManMo. Any purported assignment or delegation by you without the appropriate prior written consent of MathManMo will be null and void. MathManMo may assign these Terms or any rights hereunder without your consent. These Terms do not confer any third-party beneficiary rights.

13. Acknowledge of Terms

By using the Website, you declare that you have read the Terms, understand and agrees to all of its terms, conditions and meanings and their significance. You agree that the rule of construction to the effect that any ambiguities in the Terms are to be resolved against the drafter shall not be employed in the interpretation of the Terms.

If you have any questions about the Terms, please do not hesitate to contact us at: mathmanmo@gmail.com.