

Terms Of Use

TERMS AND CONDITIONS

1. BINDING EFFECT

This agreement is a binding agreement between you and transformmaths.com, a business. By using the site at Kartra or any information, materials, images, graphics, data, text, files, links, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Site or services provided in connection with the Site or service, you agree to abide by these Terms of Use, as the Company may amend them from time to time in its sole discretion. **YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE YOUNG PERSON IN YOUR CARE.**

• REFUND POLICY / CANCELLATION

transformmaths.com is committed to providing each customer with exceptional service. We want you to feel comfortable about transacting business with us. Due to the nature of our business and the accessibility of our products immediately upon purchase, there is a generous 30 days full refund policy, which begins on the date of purchase with most of our products.

If you are not completely satisfied with the product you have paid for, you may contact support@transformmaths.com within 30 days of the purchase and we will look into your request.

• PRIVACY POLICY

Transformmaths.com respects your privacy and permits you to control the treatment of your personal information. A complete statement of transformmaths.com's current privacy policy (the "Privacy Policy") can be found on a separate document. transformmaths.com's Privacy Policy is expressly incorporated into this Agreement by this reference. When you are required to submit information to use or access the Site, Content or Service, you must complete the registration process by providing the information requested on the form. You agree to the terms in transformmaths.com's Privacy Policy regarding the use of the information you submit.

4. LICENSE

transformmaths.com owns or licenses all intellectual property and other rights, title, and interest in and to the Site, Content and Service, and the materials accessible on the Site and Service, except as expressly provided for in the Agreement, including without limitation the trademarks, copyrights and certain technology used in making the Site, its Content and Service available. Except as specifically allowed in this Agreement, the copying, redistribution, use or publication by you of any Content or Service is strictly prohibited. We

grant you a limited revocable license to access and use the Site, Content and our Service for its intended purposes, subject to your compliance with this Agreement. The revocable license does not include the right to collect or use information contained on the Site or through the Service for purposes that transformmaths.com prohibits or to compete with transformmaths.com.

You acquire no ownership or other interest in, or other license to, any patent, copyright, trademark, trade secret or other intellectual property right or to the Content. You acquire no rights or licenses in or to any trademarks, service marks, trade names or copyrights displayed on the Site. You may not reproduce, republish, distribute, assign, sublicense, retransmit, sell, or prepare derivative works of the Site or Content, or resell or make our Service available to others. All rights in and to the Site, Service and our Content not expressly granted in this Agreement remain in us or in our licensors.

You acquire no ownership or other interest in, or other license to, any patent, copyright, trademark, trade secret or other intellectual property right or to the Content. You acquire no rights or licenses in or to any trademarks, service marks, trade names or copyrights displayed on the Site. You may not reproduce, republish, distribute, assign, sublicense, retransmit, sell, or prepare derivative works of the Site or Content, or resell or make our Service available to others. All rights in and to the Site, Service and our Content not expressly granted in this Agreement remain in us or in our licensors.

You may not copy or share the content, or your login information, with anyone other than your immediate family members, e.g. brothers, sisters, mothers and fathers.

If you use the Site or our Service in a manner that exceeds the scope of this license or breaches any relevant agreement, your license shall terminate immediately.

5 CONFIDENTIALITY

For the purposes of this Agreement, 'Confidential Information' shall be deemed to include all the information and materials about the Company, the Site or the Service that: (i) if in written format is marked as confidential, or (ii) if disclosed verbally is noted as confidential at time of disclosure or (iii) in the absence of either (i) or (ii) is information which a reasonable party would deem to be non-public information and confidential, including, without limitation, all information provided on or through the Site or Service, trade secrets, inventions, research methods and projects, methods of compiling information, methods of creating database, data processing programs, software, computer models, source and object codes, product formulations, strategies and plans for future business, product and service development and ideas, potential acquisitions or divestitures, marketing ideas, financial information including with respect to costs, commissions, fees, profits and sales, mailing lists, information concerning our affiliates and customers, potential affiliates and customers and suppliers, and employee information including their respective salaries, bonuses, benefits, qualifications, abilities and contact information.

You acknowledge and agree that the nature of the Confidential Information to which you have, and will continue to have, access derives value from the fact that it is not generally known and used by others in the highly competitive, international industry in which this transformmaths.com engages and operates.

You acknowledge that you are receiving the Confidential Information in confidence, and you will not publish, copy or disclose any Confidential Information without prior written consent from transformmaths.com. You further agree that you shall not attempt to reverse engineer, de-compile or try to ascertain the source code to our software or any other software supplied hereunder. You acknowledge that you will only use the Confidential Information to the extent necessary to use the Service and that you will use best efforts to prevent unauthorized disclosure of the Confidential Information to any third party.

You agree not to alone or in association with others use the Confidential Information to (i) solicit, or facilitate any organization with which you are associated in soliciting, any employee, affiliate or customer of ours to alter his, her or its relationship with us; (ii) solicit for employment, hire, or engage as an independent contractor, or facilitate any organization with which you are associated in soliciting for employment, hire, or engagement as an independent contractor, any person who was employed by or under contract with us at any time during the term of this Agreement (provided, that this clause (ii) shall not apply to any individual whose employment or contractual relationship with us was terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee, or business relation of ours; induce or attempt to induce, any such person or entity to cease doing business with us; or in any way interfere with the relationship between any such person or entity and us.

Other than as expressly provided for herein, you do not acquire any right or interest, by license or otherwise, in or to the Confidential Information.

You agree that all originals and any copies of the Confidential Information remain the property of transformmaths.com. You shall reproduce all copyright and other proprietary notices, if any, in the same form that they appear on all the materials provided by us, on all permitted copies of the Confidential Information made by you. You agree to return all originals and copies of all Confidential Information in your possession or control to us at its request.

You shall be liable for any and all breaches of this Agreement and any unauthorized use or disclosure of Confidential Information. If you become compelled by applicable law, regulation or legal process to disclose any of the Confidential Information, you shall promptly provide us with notice in order for us to seek a protective order or other appropriate remedy. Further, if you become compelled to disclose any of the Confidential Information, you must disclose only that portion of the Confidential Information you are legally required to disclose as confirmed by a legal opinion of your counsel at your expense.

7. USE OF THE SITE, CONTENT AND SERVICE

You may only use the Site, Content and Service to practise your maths skills. You may not cause harm to the Site or Service. Specifically, but without limitation, you may not: (i) interfere with the Site, Content or Service by using viruses, programs, or technology designed to disrupt or damage any software or hardware, or which attempts to assess the vulnerability of, or actually violates, any security feature; (ii) access any content or data not intended for you, or log into an account or server that you are not authorized to access; (iii) modify, create derivative works, reverse engineer, decompile or disassemble any technology used to provide

the Site or our Service; (iv) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site or our Service, except in the operation or use of an Internet 'search engine,' hit counters, or similar technology; (v) collect electronic mail addresses or other information from third parties by using the Site or our Service; (vi) impersonate another person or entity; (vii) engage in any activity that interferes with another user's ability to use or enjoy the Site, or content or our Service; (viii) assist or encourage any third party in engaging in any activity prohibited by this Agreement; (ix) co-brand the Site, or content or our Service; (x) frame the Site or Service; (xi) hyper-link to the Site or Service, without the express prior written permission of an authorized representative of Company; (xii) use the Site, Content or Service, in whole or in part, for any purpose that is unlawful, immoral, or prohibited by this Agreement or any applicable local, state, or federal law, rule, or regulation; (xiii) use the Site, Content or Service in any manner that could damage, disable, overburden, or impair the Site or Service; (xiv) circumvent, or attempt to circumvent, any security feature of the Site; (xv) upload, e-mail or otherwise transmit to or through the Site or Service, any advertising, promotional, or other unauthorized communication, including, without limitation, 'junk mail,' 'surveys,' unsolicited e-mail, 'spam,' 'chain letters,' or 'pyramid schemes;' or (xvi) incorporate data from any of our databases into any emails or other 'white pages' products or services, whether browser- based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

You agree that you will not make any derogatory statements, either oral or written, or otherwise disparage us, our products, employees, services, work or employment, and will take all reasonable steps to prevent others from making derogatory or disparaging statements. You agree that it would be impossible, impractical or extremely difficult to fix the actual damages suffered by reason of a breach of this paragraph, and accordingly hereby agree that transformmaths.com may determine to recover damages sustained by reason of each such breach, without prejudice to transformmaths.com's right to also seek injunctive or other equitable relief.

If you purchase any of our products or services, you agree that your use of the product or service is limited by this Agreement as well.

Most areas of the Site are password restricted to registered users ('Password-Protected Areas'). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you.

All testimonials and endorsements must comply with Federal Trade Commission 'FTC' guidelines and other applicable laws and regulations. Claims about a product's performance or quality must be based on actual experiences. You must disclose connections between yourself and an advertiser that is unclear or unexpected to a customer (for example, whether there is a financial arrangement, employment arrangement, or ownership interest).

Disclaimers and disclosures must be clear and conspicuous when used and must be used properly as to comply with FTC guidelines.

Statements about a product's price and availability must be truthful and accurate. Product pricing must show a product's actual price, must be clearly and conspicuously displayed, along with any material limitations (for example the cost of shipping or refund restrictions). Falsely suggesting that a product previously sold for a higher price is not permitted. False scarcity statements are not permitted (for example, stating that supplies are limited when there is no actual limit).

You must: (i) accurately state the amount of effort required to succeed with a product or service; (ii) only state that a product or service has qualifying criteria when there are actual criteria that must be met; and (iii) only use third party trademarks and copyright protected materials with written permission.

8. USER CONTENT

THERE IS CURRENTLY NO ABILITY TO INSERT ANY OF YOUR OWN USER CONTENT ON TO THIS SITE. THEREFORE, ALL RIGHTS OF THE SITE REMAIN WITH THE OWNER, TRANSFORMMATHS.COM, AND YOUR RIGHTS, AS A USER, REMAIN. YOU ARE RESPECTFULLY REQUESTED TO ONLY DOWNLOAD MATERIALS THAT ARE DOWNLOADABLE AND NOT TO DISTRIBUTE ANY MATERIALS WITH OTHERS; AS STATED IN 11. COPYRIGHT INFRINGEMENT

User Content means all content created by you, which includes but is not limited to audio, video, images, photographs, logos, illustrations, animations, tools, written posts, comments, data, text, software, graphics, scripts, themes, and/or interactive features. Keep in mind that once you post something on a blog thereby making it available on the Internet and to the public, it may be practically impossible to take down all copies of it. By posting, downloading, displaying, performing, transmitting, or otherwise distributing any User Content to the Site or Service, you are granting us a transferrable, perpetual, irrevocable, worldwide and royalty free nonexclusive license (including the right to sub-license), to use, possess, copy, transmit, publicly display, distribute, sell, host, store, cache, disclose, perform, modify, edit, translate, reformat, import, export and prepare derivative works of such User Content through multiple tiers of distribution in any and all media now known or hereafter invented (including, without limitation, the right to conform it to the requirement of any networks, devices, services, or media through which the Site or Services are available). Transformmaths.com will not pay you any compensation for the use of your User Content as provided herein. We are under no obligation to post or use any User Content you may provide and may remove User Content at any time in our sole discretion. You agree that transformmaths.com may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorize to post, distribute, display, perform, transmit, or otherwise distribute User Content.

Except as otherwise set forth herein, you retain ownership of all intellectual property rights in your User Content, and transformmaths.com and/or third parties retain ownership of all intellectual property rights in all Content other than User Content. You retain ownership of any intellectual property, URLs, and/or domain names you use or post or Service.

9. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS

When accessing the Site or using the Content or Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service, Content and Site is at all times governed by and subject to laws regarding intellectual property ownership. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding intellectual property ownership and use, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your user name. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

All trademarks, service marks, trade names and copyrights displayed on the Site or in the Content are proprietary to us or their respective owners.

10. INAPPROPRIATE CONTENT

You agree not to upload, download, display, perform, transmit, or otherwise distribute any material or content that (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening; or (ii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation or this Agreement. transformmaths.com reserves the right to terminate your receipt, transmission or other distribution of any such material or content using the Service, and, if applicable, to delete any such material or content from its servers. transformmaths.com intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

transformmaths.com reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Site and Service. If transformmaths.com determines, in its sole and absolute discretion, that a user has or will breach a term or condition of this Agreement or that such transaction or communication is inappropriate, transformmaths.com may cancel such transaction or take any other action to restrict access to or the availability of any material or content that may be considered objectionable, without any liability to you or any third party.

11. COPYRIGHT INFRINGEMENT

Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site, in the Content or with the Service. transformmaths.com has adopted a policy that provides for the immediate suspension or termination of any Site or Service user who is found to have infringed on the rights of transformmaths.com or a third party, or otherwise violated any intellectual property laws or regulations. transformmaths.com's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want transformmaths.com to

delete, edit or disable the material in question, you must provide transformmaths.com with all of the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
 - b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
 - c. Identification of the material that is claimed to be infringed 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 permit transformmaths.com to locate the material;
 - d. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - e. 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 owner of an exclusive right that is allegedly infringed.
- For this notification to be effective, you must provide it to the transformmaths.com's designated agent at:

Services will be provided by:

Shelley Stewart

Transform Maths, Bloom Space, The Grange, Grange Rd, Great Malvern, Malvern WR14 3HA

Effective Date: 1st August 2020

12. ALLEGED VIOLATIONS

transformmaths.com reserves the right to suspend or terminate your use of any Service or the Content or Site. To ensure that transformmaths.com provides a high quality experience for you and for other users of the Site, Content and Service, you agree that transformmaths.com or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights or other unauthorized uses of the Site, Content or Service. Transformmaths.com does not intend to disclose the existence or occurrence of such an investigation unless required by law, but transformmaths.com reserves the right to suspend or terminate your account or your access to the Site immediate, with or without prior notice to you, and without liability to you, if transformmaths.com believes that you have violated any of this Agreement, furnished transformmaths.com with false or misleading information, or interfered with use of the Site, Content or the Service by others.

13. FULL POWER AND AUTHORITY

You represent and warrant that: (i) you have the full power and authority to enter into and perform under this Agreement; (ii) execution and performance of this Agreement does not constitute a breach of, or conflict with, any other agreement or arrangement by which you are bound; (iii) the terms of this Agreement are legal, valid, and binding obligation, enforceable against you; (iv) all content you create to promote transformmaths.com, its Site, the Content or Service was created without any contribution of any kind from transformmaths.com including, without limitation, editorial control or approval, that any suggestions regarding

content received from transformmaths.com are made 'as-is' and without any warranty; and that you have had all marketing materials created by you reviewed by competent legal counsel and solely assume all responsibility for it; (v) you are at least 18 years of age, (vi) your use of the Site and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Site, (vii) all information (if any) provided by you to us is correct, (viii) your use of the Site, Content and Services shall be in accordance with this Agreement and the Policies and Procedures of transformmaths.com if and (ix) you are capable of assuming, and do assume, any risks related to the use of the Site, Content and Services.

14. DISCLAIMER OF WARRANTIES

TRANSFORMMATHS.COM HEREBY MAKES NO REPRESENTATIONS, AND DISCLAIMS ALL WARRANTIES, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT AND THE SERVICE. THIS INCLUDES, WITHOUT LIMITATION, ANY AND ALL WARRANTIES EXPRESS AND IMPLIED, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING; ANY LIABILITY WITH REGARD TO THE SITE, CONTENT AND SERVICES; AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN ANY SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL CONTENT, SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED 'AS IS,' 'WITH ALL FAULTS,' AND 'AS AVAILABLE.' WE DISCLAIM ALL WARRANTIES,

YOUR USE OF THE SITE, SERVICE AND CONTENT IS AT YOUR SOLE RISK. ALTHOUGH OUR CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT OF DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. WE ARE NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE SITE OR CONTENT OR OTHERWISE USE OR RECEIVE INFORMATION OR SERVICE FROM OR REGARDING THE SITE, CONTENT, OR YOUR PURCHASES FROM US. WE DO NOT WARRANT THAT THE SITE OR SERVICE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR SERVICE.

WE ARE NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY CONSUMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY CONSUMER DATA OR FOR ANY THIRD PARTY ACCESS TO ANY CONSUMER DATA.

WE MAKE NO WARRANTY OR REPRESENTATION AS TO THE LEVEL OF SUCCESS, IF ANY, INDIVIDUALS MAY ACHIEVE BY USING ANY OF OUR SERVICE. INDIVIDUAL RESULTS MAY VARY AND DEPEND ON MANY FACTORS INCLUDING EFFORTS, ACTIONS AND RESOURCES: PENCIL, PAPER, CALCULATOR, PROTRACTOR, COMPASS, SQUARED PAPER.

15. LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT, THE SITE, THE SERVICE, OR INFORMATION RELATED TO THE SITE OR SERVICE, AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), (I) ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR OUR PRODUCTS OR SERVICE, (II) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE SITE, CONTENT, OR RELATED SERVICE, OR FROM THE USE OR MISUSE OF ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, RELATED GRAPHICS, AND CONTENT OBTAINED THROUGH

THE SITE, (III) ANY INCORRECT OR MISSING INFORMATION OR DATA, OR (IV) OTHERWISE ARISING OUT OF OR RESULTING FROM LOSS OF YOUR DATA OR INFORMATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY, IF ANY, FOR ANY LOSS OR DAMAGE RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE OR ANY CONTENT WILL NOT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE CHARGES PAID BY YOU TO US FOR THE SITE FOR A PERIOD OF TWO MONTHS.

WE ARE NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES, INTERNET SERVICE PROVIDERS, WEBSITES, OR OTHER CONNECTIONS, OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS, OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

16 ADDITIONAL RESTRICTIONS

YOU AGREE THAT:

You are the parent of a child or using this solely to boost your mathematics skills.

You will not use the Site, the Service or the Content to start a new business about maths. You acknowledge that the Site, the Content and the Service are not intended for use in starting a

new business. Starting a new business involves complexities that are not addressed by the Site, the Service or the Content.

transformmaths.com does not and will not offer you advice regarding locations for your business, provide customers or accounts for your business, or purchase from you any services or products you create using the Site, the Content or the Service.

transformmaths.com does not, and will not, tell you or advise you how to operate your business, including without limitation not providing you any sales or marketing plan for your business.

18. RELATED SITES

transformmaths.com has no control over, and no liability for, any third party sites or materials ('Third Party Sites'). transformmaths.com has used Kartra solely for housing its software; transformmaths.com has no control over advertising or content related to Kartra or any other company that is affiliated with it. Because transformmaths.com has no control over the content and performance of these Third Party Sites, transformmaths.com makes no guarantees about the accuracy, currency, content, or quality of the information provided by such Third Party Sites, and transformmaths.com assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those Third Party Sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that transformmaths.com makes no representations, warranties or guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this Third Party Sites, and that, unless expressly provided otherwise, this Agreement shall govern your use of any and all Third Party Sites.

Your linking to such Third Party Sites is at your own risk. We do not investigate, monitor, or check such Third Party Sites for accuracy or completeness. We are not responsible for the availability of these Third Party Sites, nor are we responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. We are providing these links to you only as a convenience and may discontinue providing such links at any time in our sole discretion without notice to you. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any Third Party Site contained in, referred to, included on, or linked from or to, the Site. Under no circumstances shall we or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site's administrator or webmaster. Any links to Third Party Sites do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of ours.

transformmaths.com, its managers, or members may receive an affiliate commission when you purchase some of the products or services that we recommend on our Site or Service. By entering into this Agreement, you acknowledge that you have been informed of such

payments, consent to payments of affiliate commission, and agree that such payments are fair and reasonable.

19. TERMINATION

You agree that transformmaths.com may suspend or terminate your use of the Site or Service, in its sole discretion, including without limitation, if transformmaths.com believes, in our sole and absolute discretion, that you have breached any term of this Agreement or, if you are an affiliate with transformmaths.com, your Affiliate Agreement or transformmaths.com's Policies and Procedures. You acknowledge and agree that transformmaths.com shall not be liable to you or any other party for said suspension and termination.

Upon termination, your license to use the Site, Content or Service and everything accessible by or through the Site, Content or Service shall terminate and the remainder of this Agreement shall survive indefinitely unless and until we chose to terminate it.

Upon termination of any part of this Agreement for any reason, we shall make reasonable efforts to ensure that your User Content is inaccessible and cease use of it; however, you acknowledge and agree that: (i) caching of, copies of, or references to the User Content may not be immediately removed or possible to remove; (ii) such removed User Content may continue in backups (not available to others) for a relatively short period of time; and (iii) due to re-blogging capabilities, such removed User Content may continue to be available (and stored on our servers) through the accounts of other subscribers.

20. NOTICES

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) [Location e.g. UK mail] Mail, (ii) overnight courier, or (iii) electronic mail. If you give notice to us, you must use the following address: support@transformmaths.com. If transformmaths.com provides notice to you, transformmaths.com will use the contact information provide by you to us. All notices will be deemed received as follows: (A) if delivery by [Location] mail, seven business days after dispatch, (B) if by overnight courier, on the date receipt is confirmed by such courier service, or (C) if by electronic mail, 24 hours after the message was sent, if no 'system error' or other notice of non-delivery is generated. If applicable law requires that a given communication be 'in writing,' you agree that email communication will satisfy this requirement. Access to the course is for as long as the course is available online; you will be notified, via the email you have given us, within 30 days of any changes regarding access to the site. It is important that you keep your email address updated with us by notifying us of any changes at support@transformmaths.com.

21. INDEMNITY

You agree to indemnify, defend, and hold transformmaths.com, its managers, members, officers, directors, employees, consultants, agents, and representatives harmless from and against any and all actions, claims, demands, proceedings, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including attorney's fees and related costs, which (i) arise or in part from your negligence or wrongful act(s) or omission(s); (ii) arise from or are related to a breach you have any express warranty contained herein; or (iii) failure to comply with this Agreement. We have no duty to reimburse, defend, indemnify, or hold

you harmless resulting from, relating to, or arising out of, this Agreement, the Site, Content or Service, or your access to or use of the Site, Content or Service.

If an action is brought against transformmaths.com in respect to any allegation for which indemnity may be sought, transformmaths.com will promptly notify you of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to you at your expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim.

Transformmaths.com agrees that you will have sole and exclusive control over the defense and settlement of any such third party claim. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects transformmaths.com's rights or interests without the prior written consent of transformmaths.com.

22. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the the United Kingdom and the country of England, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in England in all disputes arising out of or related to the use of the Site, Content or Service. In the event of a dispute between an affiliate and transformmaths.com arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through confidential, nonbinding mediation as more fully described in the Policies and Procedures. transformmaths.com shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or affiliate lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. You waive any requirement of posting a bond in connection with such an action brought against you.

These Terms of Use do not limit any rights or remedies that we or our suppliers, licensors or other similar entities, may have under trade secret, copyright, patent, trademark or other laws.

23. SEVERABILITY; WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

24. MODIFICATIONS

transformmaths.com may, in its sole discretion and without prior notice, (i) revise this Agreement; (ii) modify the Site, Content or the Service, and (iii) discontinue the Site, Content or Service at any time for any reason. transformmaths.com shall post any revision to this Agreement to the Site, and the revision shall be effective immediately upon such posting. In the event of substantive changes to this Agreement, the new terms will be posted to the Site. If any modification is unacceptable to you, your only recourse is not to use the Site and Service and to request an immediate termination of your membership. Your continued use of the Site, Content or the Service following posting of a change notice or new Agreement on the Site will constitute binding acceptance of the changes.

25. MISCELLANEOUS

This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement will not be assignable or transferable by you without transformmaths.com's prior written consent. This Agreement, and the related policy statements referred to herein, contains the entire understanding of the parties regarding use of the Site, Content and Service, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the same. Any rights not expressly granted herein are reserved. No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. The provisions of this Agreement addressing disclaimers of representations and warranties, indemnity obligations, intellectual property and governing law shall survive the termination of this Agreement.

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE AGREEMENT, AS AMENDED FROM TIME TO TIME.