

SageMath, Inc. (<https://cocalc.com>)

CoCalc Terms of Service (May 16, 2018)

[« Other Policies \(index.html\)](#)

Welcome to the SageMath, Inc. ("**SMI**") website located at <https://cocalc.com> (<https://cocalc.com>) (the "**Site**"). Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our Site and services accessible via our Site. To make these Terms easier to read, the Site and our services are collectively called the "**Services**".

Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don't agree to these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site at [../policies/terms.html](https://cocalc.com/policies/terms.html) ([../policies/terms.html](https://cocalc.com/policies/terms.html)) or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Beta Testing Disclaimer

You understand and agree that the Services are released for beta testing only, and may not be at the level of performance of a commercially available product offering. The Services may not operate correctly and may be substantially modified prior to first commercial release. ALL SERVICES PROVIDED HEREUNDER ARE IN VERY PRELIMINARY STAGES OF DEVELOPMENT AND ARE LIKELY TO CONTAIN DEFECTS. A PRIMARY PURPOSE OF GRANTING YOU ACCESS TO OUR SERVICES IN THIS BETA-TESTING PHASE IS TO OBTAIN FEEDBACK ON THE SERVICES' PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. WE ARE UNDER NO OBLIGATION TO CORRECT OR CURE DEFECTS THAT HAVE BEEN IDENTIFIED. YOU ARE

ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION WHEN USING AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICES. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES.

Who May Use the Services

Eligibility

You may use the Services only if you are 13 years (16, if you are an EU citizen) or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use certain features of the Services you'll have to create an account ("**Account**"). You can do this via the Site. You must provide your name, a valid email address, and any other information requested in order to complete the signup process and register your Account. It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. Additionally, Accounts registered by "bots" or other automated methods are not permitted. You're responsible for all activities that occur under your Account, whether or not you know about them. Your Account login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as the plan to which you have subscribed allows. One person or legal entity may not maintain more than two (2) free Accounts.

Using the Services

The Services offer a web-based environment through which users can use SageMath and other open source math software online in connection with mathematical research and teaching and the performance of computational mathematics. Through their Accounts, users can create multiple projects ("**Project**"), each of which acts as a file system with multiple directories, inside of which a user can create and edit any number of files of any type (such as Latex documents, IPython notebooks, and SageMath worksheets) as well as write, compile, and run software code in various programming languages (such files and code collectively, "**Files**"). You'll be able to share your Files with other users of the Services, as well as enable them to contribute to and build upon them and share them as well. When you create Files, you can, if you choose, specify the terms and conditions that govern other users' use of your Files (e.g. a specific software or creative commons license) ("**File License**"). Similarly, if you download, access or use another user's Files through the Services, you agree that you will use such Files strictly in accordance with the File License terms associated with that File (if any), as indicated through the Services. If you don't agree with the terms of a File License, then you may not use the applicable Files.

You can elect to share your Files (which comprise User Content (defined below)) with one or more Account holders of your choosing (each, a "**Collaborator**", and collectively, a "**Collaborator Team**"). By doing so, you are authorizing each Account holder member of such Collaborator Team to use such Files in accordance with the applicable File License you've specified for such Files through the Services. If you haven't specified an applicable File License, then you authorize SMI to grant each Account holder member of such Collaborator Team a non-exclusive, worldwide, non-transferable, sublicenseable (to other Collaborators) license to copy, modify, create derivative works based upon, and publicly display, your Files. Each Collaborator can make your Files public, by

Posting them (as described below). Additionally, each Collaborator can elect to share your Files with other Account holders. Such additional Account holders will become part of the Collaborator Team, and will have the same rights to access and use your Files as those granted to Collaborators in this paragraph.

You may also make your Files available to a broader audience by posting them through our Services (hereinafter, "**Posting**") to the general public. Keep in mind that, by Posting such Files, you are (i) authorizing all Account holders and non-Account holder users of the Services to access and use such Files in accordance with the applicable File License you've specified for such Files through the Services, or if no File License is applicable; (ii) authorizing SMI to grant (a) Account holders a non-exclusive, worldwide, non-transferable license to view, copy, and publicly display, your Files; and (b) non-Account holder users of the Service a non-exclusive, non-transferable license to view such Files. ONCE YOU POST TO THE GENERAL PUBLIC, YOU CAN LATER UN-POST, BUT THE LICENSES GRANTED WILL REMAIN IN EFFECT. YOU CANNOT REVOKE THIS LICENSE, SO WE ENCOURAGE YOU TO CONSIDER CAREFULLY BEFORE POSTING.

API Terms

You may access your Account data via our application programming interface ("**API**"). Your use of the API, including use through a third party product that accesses the Services, is subject to these Terms as well as the following specific terms:

- You expressly understand and agree that SMI shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if SMI has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
- Abuse of or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your access to the API. SMI, in its sole discretion, will determine abuse or excessive usage of the API. SMI will make a reasonable attempt via email to warn you prior to permanent suspension.
- SMI reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Payment, Refunds, Upgrading and Downgrading Accounts

Your subscription to use the Services can be on a free or paid basis. If you are using the Services pursuant to a paid plan (or you upgrade from a free to a paid plan) you must provide SMI with complete and accurate billing and contact information. You will be billed immediately upon an upgrade from the free plan to any paid plan. Paid plans may include free temporary trial periods. For paid plans where payment is due on a monthly basis, you will be billed for the Services in advance on a monthly non-refundable basis. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open Account. No exceptions will be made. When changing from a monthly billing cycle to a yearly billing cycle, SMI will bill you for a full year upon the next monthly billing date. All fees due hereunder in connection with the Services are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes on SMI's net income. For any upgrade or downgrade in paid plan level while on a monthly billing cycle, you will automatically be charged the new rate on your next billing cycle. For upgrades or downgrades while on a yearly plan, SMI will immediately charge or refund the difference in plan cost, prorated for the remaining time in your yearly billing cycle. Downgrading your plan may cause the loss of access to Content, features, or capacity of your Account. SMI does not accept any liability for

such loss. We may suspend or terminate the Services if fees are 30 days past due. You agree to pay, and authorize SMI's third party payment processor to charge using your selected payment method, for all applicable fees and taxes that may accrue in relation to your use of the Services. The fees for your subscription to use the Services are set forth at [pricing.html](#) ([../policies/pricing.html](#)). Pricing for the Services, including but not limited to monthly subscription plan fees, are subject to change upon thirty (30) days' notice from SMI. Such notice may be provided at any time by posting the changes to the Site or the Service itself.

You may use the Services for commercial purposes. In particular, there are no academic or personal-use restrictions.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us office@sagemath.com (<mailto:office@sagemath.com>). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Privacy Policy

Please refer to our Privacy Policy ([privacy.html](#) ([../policies/privacy.html](#))) for information on how we collect, use and disclose information from our users.

Content and Content Rights

For purposes of these Terms: (i) "**Content**" means text, graphics, images, software, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "**User Content**" means any Content that Account holders (including you) provide to be made available through the Services (including without limitation, Files). Content includes without limitation User Content.

Content Ownership and Responsibility

SMI does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, SMI and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

By making any User Content available through Services: (i) you hereby grant to SMI a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services

and Content; and (ii) you hereby grant to Account holders and non-Account holder users of the Services who are permitted access to your Files the right to use your Files in accordance with the applicable File Licenses you have indicated govern use of your Files (if any).

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by SMI on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Aggregate Data Usage

You acknowledge and agree that SMI may (i) collect anonymous usage and performance data with respect to your use of the Services, and the performance of the Services in connection with your use; and (ii) analyze your User Content on an anonymous aggregate basis, in each case for the purposes of measuring and analyzing usage and performance of, and improving, testing and providing, the Services and additional services. SMI will use and disclose (and you hereby authorize SMI to use and disclose) this data only in aggregate form (i.e., data aggregated from various users' use of the Services, but not specifically identifying you).

Rights in Content Granted by SMI

Subject to your compliance with these Terms, SMI grants you, if you are a non-Account holder user of the Services, a limited, non-exclusive, non-transferable license to view any Content to which you are permitted access solely in connection with your permitted use of the Services.

Subject to your compliance with these Terms, SMI grants you, if you are an Account holder, a limited, non-exclusive, worldwide, non-transferable license to copy, modify, create derivative works based upon, and publicly display the Content (excluding any User Content) solely in connection with your permitted use of the Services and solely in connection with your permitted use of the Services.

General Prohibitions and SMI's Enforcement Rights

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Services or any individual element within the Services, SMI's name, any SMI trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without SMI's express written consent;
- Access, tamper with, or use non-public areas of the Services, SMI's computer systems, or the technical delivery systems of SMI's providers;

- Attempt to probe, scan or test the vulnerability of any SMI system or network or breach any security or authentication measures without SMI's express written consent;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by SMI or any of SMI's providers or any other third party (including another user) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by SMI or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a SMI trademark, logo URL or product name without SMI's express written consent;
- Use the Services or Content, or any portion thereof, in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. If your bandwidth usage in connection with your use of the Services significantly exceeds the average bandwidth usage (as determined solely by SMI) of our other users, we reserve the right to immediately disable your Account or throttle your use of the Services (including without limitation, file hosting) until you can reduce your bandwidth consumption.

DMCA/Copyright Policy

SMI respects copyright law and expects its users to do the same. It is SMI's policy to terminate in appropriate circumstances Account holders who repeatedly infringe the rights of copyright holders. Please see SMI's Copyright and IP Policy at [../policies/copyright.html](https://cocalc.com/policies/copyright.html) ([../policies/copyright.html](https://cocalc.com/policies/copyright.html)) for further information.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Termination

We may terminate or suspend your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by clicking on the Account link in the global navigation bar at the top of the screen through which you are accessing the Services. Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions of these Terms will survive: Feedback; Privacy Policy; Content and Content Rights; Content Ownership and Responsibility (excluding Rights in Content granted by SMI); General Prohibitions and SMI's Enforcement Rights; Indemnity; Limitation of Liability; Dispute Resolution; Governing Law and Jurisdiction; General Terms.

Warranty Disclaimers

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY (I) REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE SERVICES OR ANY CONTENT; OR (II) THAT ANY CONTENT DOWNLOADED OR OTHERWISE ACCESSIBLE BY YOU THROUGH THE SERVICES WILL BE FREE FROM ANY VIRUSES, TROJAN HORSES, WORMS, OR OTHER COMPUTER PROGRAMMING DEVICES WHICH MAY DAMAGE A USER'S COMPUTER, SYSTEM OR DATA OR PREVENT THE USER FROM USING ITS COMPUTER, SYSTEM OR DATA. YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES AND THE CONTENT.

THE CONTENT PROVIDED BY ACCOUNT HOLDERS AND THE USE OF CONTENT BY ACCOUNT HOLDERS AND NON-ACCOUNT HOLDER USERS IS ENTIRELY THE RESPONSIBILITY OF THE APPLICABLE ACCOUNT HOLDER OR NON-ACCOUNT HOLDER USER WHO PROVIDES OR USES THE CONTENT, AS APPLICABLE. WE DISCLAIM ALL LIABILITY IN CONNECTION WITH OR ARISING FROM (I) ANY ACTS, OMISSIONS OR NEGLIGENCE ON THE PART OF ACCOUNT HOLDERS; (II) ACCOUNT HOLDER'S OR NON-ACCOUNT HOLDER USERS' USE OF THE USER CONTENT, INCLUDING NON-COMPLIANCE WITH FILE LICENSES; AND (III) ANY LOSS OR DAMAGE CAUSED, INCLUDING, DAMAGES TO PROPERTY, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES AND CONTENT. IN THE EVENT OF AN ACCOUNT HOLDERS' OR NON-ACCOUNT HOLDER USERS' NON-COMPLIANCE WITH YOUR FILE LICENSE, YOU AGREE THAT YOUR ONLY RECOURSE IS AGAINST THE APPLICABLE ACCOUNT HOLDER OR NON-ACCOUNT HOLDER USER WHO DOWNLOADS THE CONTENT.

Indemnity

You will indemnify and hold harmless SMI and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms (including without limitation your use of a File other than in accordance with the applicable File License and a breach by you of any representations or warranties in these Terms).

Limitation of Liability

NEITHER SMI NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLIENT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL SMI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO SMI FOR USE OF THE SERVICES OR CONTENT OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO SMI, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CLIENT AND YOU.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Agreement to Arbitrate

You and SMI agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "**IP Protection Action**"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. **You acknowledge and agree that you and SMI are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and SMI otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med (http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820) and a separate form for California residents at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822)) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and SMI otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and SMI submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. SMI will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, SMI will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the "Modification" section above, if SMI changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to www.client.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of SMI's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and SMI in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms constitute the entire and exclusive understanding and agreement between SMI and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between SMI and you regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without SMI's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. SMI may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by SMI under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

SMI's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SMI. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

The look and feel of the Services is copyright ©2015 Sagemath, Inc. All rights reserved. You may only duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts under the terms of the GNU Affero General Public License, version 3, as stated at <https://github.com/sagemathinc/cocalc> (<https://github.com/sagemathinc/cocalc>).

Contact Information

If you have any questions about these Terms or the Services, please contact SMI at office@sagemath.com (<mailto:office@sagemath.com>).

