

Algebrain - Mobile Application

Terms of Use Agreement

Effective Date: Feb. 24th, 2019

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE DOWNLOADING THE ALGEBRAIN APPLICATION. By downloading, accessing and/or using this mobile application (the "Application") owned by Ram Nathaniel. ("Ram") you signify that you have read, understand and agree to be bound by all of the terms and conditions as set forth in this Terms of Use Agreement ("Agreement"). Ram's Disclosure and Disclaimer and Mobile Application Privacy Statement are subject to and incorporated by reference into this Agreement (collectively, the "Mobile Application Documentation"). Ram may change the terms of the Agreement at any time and without notice, effective upon the posting of the revised Agreement. Your continued use of the Application shall be considered your acceptance of the revised Agreement. You must have the most current version of the Application to ensure that it is working properly. It is your responsibility to periodically check the Application and/or our website at www.yhomework.me/algebrain/TOU.pdf, to determine if you have the most current version of the Application. If you do not agree to this Agreement, please do not download the Application.

No Warranties

The Application is provided subject to all of the terms set forth in the Mobile Application Documentation. Ram does not warrant that: (i) its Application will be constantly available, or available at all; (ii) that the information in this Application is complete, true, accurate, or (iii) your opt-out choices will be successfully executed in all cases. Ram does not warrant that the Application is free of defects or errors.

Limitations of Liability and Indemnification

THE DOWNLOADING AND/OR USE OF THE APPLICATION IS ENTIRELY AT YOUR OWN RISK AND IN NO EVENT SHALL RAM NATHANIEL BE LIABLE (WHETHER UNDER THE LAW OF CONTRACTS, TORTS OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES OR LIABILITIES (COLLECTIVELY "DAMAGES") WHATSOEVER ARISING OUT OF OR RELATING TO THIS APPLICATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD RAM NATHANIEL, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, AND SETTLEMENTS,

INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES RESULTING FROM OR ALLEGED TO RESULT FROM YOUR USE OF THIS APPLICATION.

Unenforceable Provisions

If any provision of this Agreement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Agreement.

Ownership of Intellectual Property and Limited License

All intellectual property to this Application, including all Application material, is protected by copyright, trademark, or patent laws, and is owned exclusively by Ram Nathaniel. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Application. All trademarks, service marks and trade names are owned, registered and/or licensed by Ram. Ram grants to you a worldwide, non-exclusive, royalty-free, revocable license to: download this Application to a mobile device via a web browser or an app store; use this Application as herein set forth; and print pages from this Application for your own personal and non-commercial use. Ram does not grant you any other rights whatsoever in relation to this Application or the material on this Application. All other rights are expressly reserved by Ram.

Use and Prohibited Use Restrictions

You may use the Application only for your own personal, non-commercial use. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute this Application or the material on this Application (in any form or media) without Ram's prior written consent. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this Application.

Enforcement of Copyright and Protection of Intellectual Property

If Ram discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license above, Ram may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of Ram's copyright or protected materials that contravenes or may contravene the terms of the license above, immediately report this by email to yhomeworkapp@gmail.com or by first-class mail to Ram Nathaniel. 9 Haavoda st. Tel Aviv, Israel.

Governing Law and Dispute Resolution

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Israel, excluding its choice of law rules. All disputes relating to this Agreement shall be settled in the courts located within the country of Israel. The parties submit to personal jurisdiction within the State Israel.

Contact Information

Ram may be contacted by mail at 9 Haavoda st. Tel Aviv, ISRAEL or by email at yhomeworkapp@gmail.com.