

# SYMBOLAB TERMS OF USE

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Eqsquest Ltd. (“Eqsquest”, “we”, “Company” or “us”) welcomes you (the “User(s)”, or “you”) to our website at [www.symbolab.com](http://www.symbolab.com) (the “Site”) and our mobile application(s) (“App(s)”) (collectively with the Site, Apps, the “Properties”, as further detailed below).

Each of our Users may use the Properties in accordance with the terms and conditions hereunder.

## ACCEPTANCE OF TERMS

EqsQuest provides Site and the Apps to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on the Website, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY ENTERING, CONNECTING TO, ACCESSING OR USING THE SITE AND/OR APPS YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS OF USE, INCLUDING THE TERMS OF OUR PRIVACY POLICY AND YOU HEREBY ACCEPT ALL OF THE TERMS OF USE. YOU AGREE THAT THE TERMS OF USE ARE ENFORCEABLE IN THE SAME MANNER AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS TO, DOWNLOAD OR USE THE PROPERTIES IN ANY MANNER. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PROPERTIES, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE PROPERTIS, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR APPS.

We reserve the right to change, alter, replace or otherwise modify these Terms of Use at any time. It is your responsibility to check this page from time to time for updates. Your continued use of the Properties after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Properties and/or its contents.

The Properties are available only to individuals who (a) are at least thirteen (13) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law, or have received the required consent from their legal guardian to enter into these Terms. Therefore, you hereby represent that you possess the legal authority to enter into these Terms on your behalf and to form a binding agreement under any applicable law, to use the Services in accordance with these Terms, and to fully perform your obligations hereunder.

## OUR SERVICES

We provide various services on the Properties including, *inter alia*, an innovative platform running complex algorithms, helping you solve, learn and practice mathematics.

We may, from time to time, add or release new services, features and/or products on the Website (collectively "Additional Services"), or introduce you in to such Additional Services. Any Additional Services will be subject to these Terms of Use, as well as any additional terms of use that we may release for those specific Additional Services.

We reserve the sole right to either modify or discontinue the Website, including any of the Website's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right.

the Properties are provided on an "as-is" basis and we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

In addition, the Site and App may provide you with comprehensive information regarding, inter-alia, products, concept and so forth, including any other content related thereto and to the Properties, such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site/App, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, the specific images, such as plots, typeset formulas, and tables, as well as the general page layouts, including the presentations, collections, and juxtapositions of data, and the choices involved in formulating and composing mathematical results, animations, and other features obtained from or through the Site and/or App (collectively with any similar content which may be made available on our Properties, the "**Content**").

**ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE AND APPS, ARE RESERVED TO EQSQUEST OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE, APP, AND CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. EQSQUEST WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE PROPERTIES AND/OR THE CONTENT AVAILABLE THEREIN.**

**YOUR USE OF THE SITE, APPS AND CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.**

**WE RESERVE OUR RIGHT TO REFUSE PROVISION OF OUR SERVICES, TO ANYONE, FOR ANY REASON OR FOR NO REASON ALL SUBJECT TO APPLICABLE LAW.**

## **YOUR REGISTRATION OBLIGATIONS AND DATA PRIVACY**

In order to access some of the services on the Properties, you will be required to create an account (the "**Account**") and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required or by using a personal social network account namely, Facebook or Microsoft ("**Social Network Accounts**"), as further detailed in our Privacy Policy. You may not have more than one (1) active Account. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

Your Account is password protected. In order to protect the security of your Personal Information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account.

We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

If you wish to either change your user name or password to log-in, or cancel and remove your Account, you may use the setting menu

If we in good faith believe you have created an Account impersonating another person you may be exposed to civil and/or criminal liability.

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we will have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, and thus have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

The information we obtain through your use of the Properties, including your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

## **MEMBERSHIP AND BILLING**

You can find the specific details regarding your membership with our Properties at any time. Simply sign in to your Account, go to the Membership tab, and click Manage your account.

### **a. Billing**

By starting your Symbolab membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the type of membership (monthly or yearly) you chose during registration. You agree that we are authorized to charge you the membership fee at the then-current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your Account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Service, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership.

In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice

of these changes by e-mail. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Account management page.

b. Ongoing Membership

Your membership will continue in effect unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each billing period in order to avoid billing of the next membership fee to your Payment Method. We will bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

c. Cancellation

You may cancel your Symbolab membership at any time, and cancellation will be effective immediately. You will continue to have access to the membership account and program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, click the words "Cancel membership" on your Account management page. Follow the instructions for cancellation under the heading "Cancel Membership."

Users' payments will be processed via certain online payment service providers ("**Online Payment Processors**"). We may add or change the Online Payment Processors in our sole discretion. The Online Payment Processors enable Users to send payments securely online using a credit card or PayPal account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractors and have no employment or agency relationship with us. Eqsquest is not responsible in any way for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors. Please note that if we and/or the applicable Partner(s) obtain access to your billing information, such information will not be used and/or be shared with any third parties, other than as strictly necessary to process your transaction or per your instructions.

## **MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and Account and are fully responsible for all activities that occur under your password or Account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Each Account may not be shared by more than one person unless express authorization is given by us.

## **MEMBER BEHAVIOR AND CONDUCT**

You understand that all information including but not limited to data, text, software, photographs, graphics, illustrations, artwork, video, music, sound, messages, names, logos, trademarks, service marks and other materials ("Material"), whether publicly posted or privately

transmitted, are the sole responsibility of the person from which such Material originated. This means that you, and not EqsQuest, are entirely responsible for all Material that you upload, post, e-mail, transmit or otherwise make available via the Service. EqsQuest does not control the Material posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Material.

We neither endorse nor assume any liability for the Material uploaded or submitted by third party users of the Website. We generally do not pre-screen, monitor, or edit the Material posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Website. However, we and our agents have the right at our sole discretion to remove any Material that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Website, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such Material. You hereby consent to such removal and waive any claim against us arising out of such removal of Material. See below for a description of the procedures to be followed in the event that any party believes that Material posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

Under no circumstances will EqsQuest be liable in any way for any Material, including, but not limited to, for any errors or omissions in any Material, or for any loss or damage of any kind incurred as a result of the use of any Material posted, e-mailed, transmitted or otherwise made available via the Service

You understand that the technical processing and transmission of the Service, including your Material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

There are certain conducts which are strictly prohibited when using the Properties. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at our sole discretion) in the termination of your use of the Site and/or App and/or Content, and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by us, you may not (and you may not permit anyone to): (a) use the Site and/or App and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or App and/or Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Site and/or App any restrictions and signs indicating proprietary rights of Eqsquest or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and/or App and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site and/or App or the servers or networks that host the Site and/or Apps, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Eqsquest endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site and/or Apps or Eqsquest; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site and/or Apps; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by Eqsquest through the Properties, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such content; (j) copy, distribute, display, execute publicly, make available to the

public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to our proprietary rights, including our Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content and/or the User Generated Content, on any other site or networked computer environment for any purpose without our prior written consent; (l) create a browser or border environment around the Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or App and/or the Content; (n) frame or mirror any part of the Site and/or App without our prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site and/or Apps; (p) transmit or otherwise make available in connection with the Site and/or Apps any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site and/or Apps for any purpose for which the Site is not intended; and/or (s) infringe and/or violate any of the Terms.

In addition, you may not use your Account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Website may be available to you or other authorized users of the Properties. You shall not interfere with anyone else's use and enjoyment of the Properties or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, Account, or other affiliation with our Website without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **INDEMNITY**

You hereby agree to indemnify, defend and hold harmless EqsQuest, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from your use or misuse of the Properties and or any violation by you of these Terms of Use.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **LINKING TO EQSQUEST'S WEBSITE**

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by EqsQuest, and does not portray EqsQuest in a false or otherwise offensive manner. You may not link to our Website from a site that you do not own or have permission to use. In the event that you link to EqsQuest's Website you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

## **MODIFICATIONS TO SERVICE**

EqsQuest reserves the right at any time and from time to time to modify or temporarily discontinue the Properties (or any part thereof) with or without notice. You agree that EqsQuest shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Properties, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

## **TERMINATION**

You agree that EqsQuest, in its sole discretion, may terminate your password, Account (or any part thereof) or use of the Properties, for any reason, including, without limitation, for lack of use or if EqsQuest believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. EqsQuest may also in its sole discretion and at any time discontinue providing the Properties, or any part thereof, with or without notice. You agree that any termination of your access to the Properties under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that EqsQuest may immediately deactivate or delete your Account and all related information and files in your account and/or bar any further access to such files or the Properties. Further, you agree that EqsQuest shall not be liable to you or any third-party for any termination of your access to the Properties.

## **EQSQUEST'S PROPRIETARY RIGHTS**

The Site, Apps and the Content and Eqsquest proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to Eqsquest and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by Eqsquest and its licensors .

The Terms do not convey to you an interest in or to Eqsquest Intellectual Property but only a limited revocable right of use in accordance with the Terms of Use. Nothing in the Terms of Use constitutes a waiver of Eqsquest Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Eqsquest ("**Feedback**"), Eqsquest shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of Eqsquest current or future services, products or technologies and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Eqsquest to comply with any additional obligations with respect to any Eqsquest current or future products, technologies or services that incorporate any Feedback. EqsQuest grants you a personal, non-transferable, non-exclusive non-commercial, non-sublicensable and fully revocable limited license (i) to download and use the Apps on your authorized mobile phone, or tablet that you own or control, solely for the limited purpose of using the Apps for your internal non-commercial use, and for no other purpose, strictly in accordance with the Terms, the applicable Usage Rules (as defined below) and applicable law; and (ii) to use the Site and the Content provided via the Properties, in accordance with the terms contained in these Terms.

. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Properties. You agree not to modify the Properties in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Properties. You agree not to

access the Service by any means other than through the interface that is provided by EqsQuest for use in accessing the Service.

Furthermore, you understand that the Content is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this agreement, it is expressly forbidden to distribute the Content or any portion thereof by any means, including but not limited to electronic and print, to any person or entity who does not have a valid account. EqsQuest reserves the right to cancel your license without refund if it is determined that you have violated this portion of the agreement.

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### **SOCIAL MEDIA FEATURES**

The Site and/or Apps may include social sharing and posting features and other integrated tools (for example the Facebook "Like" and "Share" buttons, etc.) ("**Social Features**").

The Social Features are operated or allow for social integration with certain third party social networks or third party platforms ("**Social Network**"). These are created and maintained by third parties who are not affiliated with and/or controlled by Eqsquest. Your use of the Social Features is subject to the applicable third party Social Network terms of use and privacy policies. If you do not agree to the practices described in such terms you should disable our Site's integration with such Social Networks. Eqsquest is not responsible and has no liability for your use of such Social Networks.

### **DISCLAIMER OF WARRANTIES**

ALL MATERIALS AND SERVICES ON THE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE PROPERTIES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROPERTIES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE PROPERTIES FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE PROPERTIES COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THE PROPERTIES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THE PROPERTIES MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES USING THE PROPERTIES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

You understand and agree that temporary interruptions of the services available through the Properties may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Website, and



therefore, delays and disruption of other network transmissions are completely beyond our control.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **USAGE RULES**

Since you are downloading the Apps from a third party platform, service provider or distributor ("**Platform Provider**") your use of the App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the App ("**Usage Rules**"). Certain Usage Rules are described below, but other Usage Rules may apply, and it is your responsibility to determine what other Usages Rules are applicable to your use of the App. You undertake to comply with all the applicable Platform Provider's Usage Rules and the Usage Rules applicable to your use of the App are incorporated herein by reference. In the event of a conflict between the Terms and the terms of any applicable Usage Rules, which relates solely to the Platform Provider's representations, warranties, restrictions on use of the App, obligations, limitation of liability (to the extent applicable to the Platform Provider) and/or other provisions that impose any responsibility on the Platform Provider, the terms of the applicable Platform Provider's Usage Rules shall prevail. You represent that you are not prohibited by any applicable laws or Usage Rules from downloading and/or using the App. Any download and/or use of the App by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the App is expressly prohibited.

Apple Inc.

The following applies to you if you downloaded the App from the Apple App Store ("**Licensed Application**"): You acknowledge and agree that (i) the license granted herein is limited to a non-transferable license to use the Licensed Application on an Apple branded device that you own or control, (ii) these Terms are solely between you and the Company, not Apple Inc. ("Apple"), and that Apple has no responsibility for the Licensed Application or content thereof, (iii) your use of the Licensed Application must comply with Usage Rules established by Apple, as set forth in the App Store Terms of Service effective as of the date you enter into these Terms, except that such Licensed Application may be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing; and (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid, if any, for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use and any law applicable to the Company as provider of the App.

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You acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use thereof infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your

acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

## **EXPORT CONTROL LAWS**

The Apps may be subject to export control laws applicable to the User or in the User's jurisdiction, including, without limitation, the United States. The User agrees that he/she will not ship, transfer, or export the App into any country, or make available or use the App in any manner, prohibited by applicable laws. In addition, the User represents and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) that the User is not listed on any U.S. Government list of prohibited or restricted parties.

## **SPECIAL PROVISIONS RELATING TO THIRD PARTY COMPONENTS**

The Apps may use or include third party software, files and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with the App is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the App and Eqsquest disclaims all liability related thereto. You acknowledge that Eqsquest is not the author, owner or licensor of any Third Party Components, and that Eqsquest makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the App or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

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Users may receive advertisements and commercials from third party advertisers and/or our authorized service providers and/or vendors. By clicking the advertisements or commercials you may be transferred to a website of an advertiser or receive any other messages, information or offers from the advertiser and/or from others. Note that if you click on any of these advertisements, these advertisers may use Local Storage including without limitation cookies and other web-tracking technologies (such as tracking pixel agent or visitor identification technology, etc.) to collect data regarding advertisement performance, your interaction with such ads and our Apps and/or Site and your interests (which may include, non-personal and/or personal information (such as, device and network information, unique identifiers, and location) about you) in order to serve you advertisements and for the legitimate business interests of such third parties ad networks. We recommend that you review the terms of use and privacy policy of any advertiser with which you are interacting before doing so. Their privacy policy, not ours, will apply to any of those interactions.

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## **AMENDMENTS TO THE TERMS OF USE**

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Governing Law and Jurisdiction. These Terms of Use and any action related thereto will be exclusively governed by the laws of the State of Israel and the competent courts residing in Tel Aviv, Israel, without regard to its conflict of law provisions.

Entire Agreement. These Terms of Use constitute the entire agreement and understanding between us and you concerning the subject matter of this agreement and supersedes all prior

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