

# Terms of Use

Inletech LLC (“ArtMath”, “we”, “us”, and “our”) provides the ArtMath application (the “Application”) and Services (as defined below), subject to your agreement to abide by the terms and conditions set forth in this agreement (“Agreement”). This Agreement governs the relationship between Inletech and you, with respect to your use of the Application. It is important that you carefully read and understand the terms and conditions of this Agreement. By downloading or using the Application, including and without limitation to (i) accessing, using, and/or downloading Information, (ii) contributing information, data, text, software, images, or other Information to the Application, or (iii) otherwise using, accessing or purchasing any Services, you agree on your own behalf, and on behalf of any person or entity on whose behalf you may act, to accept and abide by this Agreement. If you do not agree to these terms and conditions, please do not use the Application or any of the Services or Information.

This Terms of Use Agreement Contains Disclaimers of Warranties & Limitations on Liability That May be Applicable to You.

We reserve the right at any time to:

change the terms and conditions of this Agreement; change the Application, including eliminating or discontinuing any Information or Services or other feature of the Application; change any prices, fees and charges associated with the Application, Information or Services; or deny or terminate your use of and/or access to the Application.

Any changes we make will be effective immediately upon our making such change(s) available on the Application or otherwise providing notice thereof. You agree that by entering, re-entering, or continuing to use the Application thereafter you accept such change(s). Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

## **1. Services and Information Provided in Connection with the Application**

Please note that any services made available on, by or through the Application (collectively, the “Services”), as well as any information provided on, by or through the Application or as part of or in connection with the Services or otherwise, including but not limited to data, text, software, images, links and references (collectively, the “Information”), are provided for personal, non-commercial purposes only. You acknowledge and agree that the Information and Services are owned by Inletech LLC, its business partners, suppliers and/or licensors, as applicable, and are protected by intellectual property laws. You must retain all trademark, copyright and other proprietary notices on downloaded or printed Information, and any such downloads or copies are subject to the terms and conditions of this Agreement and shall remain the property of Inletech LLC and/or its licensors and/or suppliers. You should be aware that the Information and Services may be outdated and may contain errors, omissions, and inaccuracies (including errors, omissions and inaccuracies that result from inaccurate, outdated and/or incomplete information provided by you).

## **2. Limited Permitted Use of Information and Services**

The use of the Application and the Information, and the provision of Services to you, is conditioned on your acceptance of any license agreement and/or other additional terms and conditions that are presented or provided in connection with any such Information or Services, including agreements of third parties. By acquiring or using such Information or Services, you agree to such terms and conditions. You may not download, copy or use any of the Information except as expressly authorized by this Agreement and, in any event, you may not distribute, modify, transmit or publicly display the Information without the written consent of Inletech or, if so indicated in writing by Inletech, its licensors or suppliers. You understand and agree that you may not authorize, encourage or allow any Information used or obtained by you to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any other party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of them. You agree to advise Inletech promptly of any such unauthorized use(s). You acknowledge and agree that Inletech reserves the right to, and may, retain or delete the information, music, photos, text and other materials that you submit, at any time, in its sole discretion.

### **3. Creating an Account**

**3.1** In order to use the features or functionality offered within the Application, you will be required to create a user account. When you create a user account within the Application, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including the email address of a parent/guardian) and (b) maintain and update your information (including any parent/guardian email addresses) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Application. You understand that any information you provide will be treated by Inletech in the manner described in our Privacy Policies.

**3.2** As part of the process of creating an account, you may be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar, disrespectful, or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your password and agree not to transfer or resell your use of or access to the Application to any third party. You should never disclose your password to anyone else. If you have reason to believe that your account with us is no longer secure, you must immediately notify us of the problem by emailing us at [contactus@artmath.org](mailto:contactus@artmath.org). **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

### **4. Contributed Content**

**4.1** By submitting, sending, posting, displaying, performing and/or otherwise distributing text, photographs or other media (Contributed Content) to Inletech or the Application, you hereby grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers),

assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Contributed Content in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation and without an obligation to report to the provider of the Contributed Content, and waive all moral rights (including any rights to attribution) that you may have in such Contributed Content.

**4.2** You represent and warrant to Inletech that (a) the Contributed Content does not and will not infringe any rights of any third party(ies), and that the Contributed Content does not and will not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies); (b) all obligations relating to the Contributed Content have been satisfied, including, without limitation, those with and relating to artists and personnel, licenses, and laboratory and other contracts; (c) you have the right to enter into this Agreement and to grant the rights granted or agreed to be granted hereunder; and (d) you have made all necessary payments (and no additional payments are required to be made) to any and all guilds, unions, performing rights societies, bodies and/or groups representing actors, writers, directors, composers, musicians, artists, and other persons who participated in the production of the Contributed Content.

**4.3** We have no obligation to monitor the Application or any Contributed Content, postings or other materials that you or other third parties transmit, contribute or post on the Application. You acknowledge and agree that we have the right (but not the obligation) to monitor the Application and the materials you transmit or post; to alter or remove any such materials; to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Application properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests. The information and opinions posted in materials on the Application are not necessarily those of Inletech or its affiliates, and Inletech makes no representations or warranties regarding such posted materials. We neither endorse nor are responsible for messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Application or Forums by third parties, whether such third parties are visitors to the Application, members of the Application or others. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Application.

## **5. Code of Conduct**

When using the Application, Information or Services, you agree to comply with all applicable laws, rules and regulations. Additionally, you agree not to:

**5.1.** restrict or inhibit any other visitor from using the Application, including, without limitation, by means of “hacking” or defacing any portion of the Application;

**5.2.** contribute (a) any content or information that is unlawful, fraudulent, deceptive, threatening, abusive, vulgar, derogatory, sexist, racist, hateful, harassing, libelous, defamatory, obscene, indecent, pornographic, sexually explicit, blasphemous, harmful, invasive of the privacy rights of others, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

**5.3.** upload any material that contains any virus, worm or other files, scripts or programs designed to damage or allow unauthorized access to the Services or Application;

**5.4.** use the Application, Information or Services in any manner that is unlawful, including accessing the Application, Services and/or Information from any location where such access may be illegal or otherwise prohibited;

**5.5.** modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Application or Information;

**5.6.** remove any copyright, trademark or other proprietary rights notices contained in or on the Information, Application or Services;

**5.7.** harvest or collect information about Application visitors or members without their express consent.

## **6. Ownership and Restrictions**

**6.1** The Application is owned and operated by Inletech in conjunction with others pursuant to contractual arrangements, and the Information and Services (and any intellectual property and other rights relating thereto) are and will remain the property of Inletech and its licensors and suppliers. The Information and Services are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sub-license, sell, reverse engineer, decompile or disassemble any part of the Application or any Service or Information without our prior written permission. The Information, Application and Services may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by Inletech or, if so indicated in writing by Inletech, its licensors or suppliers. Use of the Application or any Services or Information for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Application or any Services or Information.

**6.2** The trademarks, logos, and service marks displayed on the Application (collectively the "Trademarks") are the registered and unregistered trademarks of Inletech, our licensors and suppliers, and others. Nothing contained in the Application should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express

written permission of Inletech, our licensors or suppliers, or the third party owner of any such Trademark and use of the Trademarks is expressly prohibited.

## **7. Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials included within, or contributed to, the Application infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located in the Application are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Inletech to locate the material in the Application; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has 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 (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Inletech a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Application should be sent to:

By mail to:

Copyright Designated Agent

Inletech LLC, Inc.  
4275 Executive Square  
Suite 200 #1068  
San Diego (La Jolla), CA 92037

By email to: [contactus@artmath.org](mailto:contactus@artmath.org)

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **8. Termination**

This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of the Application, or any portion thereof, at any time and for any reason, with or without cause. Upon

termination of this Agreement by either party, your right to use the Application shall immediately cease, and you shall destroy all copies of information that you have obtained from the Application, whether made under the terms of this Agreement or otherwise. All disclaimers and all limitations of liability and all Inletech rights of ownership shall survive any termination.

## **9. Disclaimers**

**9.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: (A) THE APPLICATION (INCLUDING ALL INFORMATION) AND THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; AND (B) INLETECH AND ITS AFFILIATES, AGENTS, SERVICE PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “Inletech’S REPRESENTATIVES”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE INFORMATION AND THE APPLICATION IS CURRENT AND/OR UP-TO-DATE. Inletech AND Inletech’S REPRESENTATIVES DO NOT WARRANT THAT THE INFORMATION, APPLICATION OR SERVICES, NOR YOUR USE OF THE FOREGOING, WILL BE COMPLETE, ACCURATE, CURRENT, RELIABLE, UNINTERRUPTED, ERROR-FREE OR SECURE, NOR THAT DEFECTS WILL BE CORRECTED, NOR THAT THE APPLICATION OR THE SERVER(S) ON WHICH THE APPLICATION IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE APPLICATION, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE APPLICATION AND/OR SERVICES AND/OR INFORMATION AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF Inletech OR ANY OF Inletech’S REPRESENTATIVES, WHETHER MADE ON OR IN CONNECTION WITH THE APPLICATION OR SERVICES OR INFORMATION SHALL CREATE ANY WARRANTY.**

**9.2** Some states and provinces do not allow the disclaimer of implied warranties of merchantability and fitness for a particular purpose, so the above disclaimers or exclusions may not apply to you. In the event that applicable law imposes implied warranties on the Services or Information notwithstanding the foregoing, such implied warranties shall not have a duration greater than one year from the relevant purchase or access date; shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law.

**9.3** INLETECH AND INLETECH’S REPRESENTATIVES ARE UNDER NO OBLIGATION TO VERIFY THE IDENTITY OF USERS OF THE APPLICATION, SERVICES AND/OR INFORMATION. INLETECH AND INLETECH’S REPRESENTATIVES DO NOT CONTROL

THE MATERIALS POSTED OR SUBMITTED TO THE APPLICATION AND/OR THE SERVICES BY PERSONS OTHER THAN THEMSELVES AND DO NOT MONITOR, SCREEN, POLICE OR EDIT THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THESE TERMS AND CONDITIONS. YOU MAY FIND SOME OF THE MATERIALS POSTED BY OTHER USERS TO BE OFFENSIVE, HARMFUL, INACCURATE OR DECEPTIVE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING THIS WEB APPLICATION.

**9.4** THROUGH YOUR USE OF THE APPLICATION, SERVICES AND/OR INFORMATION, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK. Inletech'S REPRESENTATIVES ARE NOT PARTIES TO ANY SUCH TRANSACTIONS AND DISCLAIM ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

**9.5** A possibility exists that unauthorized alterations could be made by third parties to the Information, Application and/or Services. In the event that a situation arises in which the completeness or correctness of the Application or Information and Services is in question, please contact us at [contactus@artmath.org](mailto:contactus@artmath.org) with, if possible, a description and location of the material to be checked, as well as information sufficient to enable us to contact you.

**9.6** YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW WHICH VARY FROM STATE TO STATE.

## **10. Limitation of Liability**

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER Inletech NOR ANY OF Inletech'S REPRESENTATIVES, NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE APPLICATION, INFORMATION, SERVICES AND/OR ANY LINKED APPLICATION, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THIS APPLICATION, THE INFORMATION, SERVICES, OR ANY LINKED APPLICATION IS TO STOP USING THE APPLICATION, SERVICE, OR LINKED APPLICATION, AS APPLICABLE. Inletech'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR RELATING IN ANY MANNER TO THE APPLICATION, INFORMATION AND/OR SERVICES, SHALL BE THE TOTAL AMOUNT PAID BY YOU FOR USE OF THE APPLICATION, INFORMATION AND/OR SERVICES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **11. Indemnification**

You agree to fully indemnify, defend and hold Inletech, any of Inletech's representatives, and their directors, officers, employees, consultants and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) any allegation that any Contributed Content or other materials you submit to us or transmit to the Application infringe or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other rights of any third party, and/or (c) your activities in connection with the Application.

## **12. Jurisdictional Issues**

The Information, Application and Services are solely directed to individuals residing in the United States or Canada; and no individual located outside the United States or Canada shall have any right to access or use this Application or obtain any of the Services or Information at any time. We make no representation that the Information, Application or Services are appropriate or available for use in other locations. Those who choose to access the Application from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **13. Ability To Contract**

You affirm that you are at least 18 years of age, are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

## **14. Contacting Inletech Regarding the Application**

Should you have any questions, comments or complaints regarding this Agreement or the Application, please contact us at:

Inletech LLC  
4275 Executive Square  
Suite 200 #1068  
San Diego (La Jolla), CA 92037  
[contactus@artmath.org](mailto:contactus@artmath.org)

## **15. Miscellaneous**

This Agreement is governed by and constructed in accordance with the laws of the State of California, United States of America, without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of San Diego, State of California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to

be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement or any right, obligation or remedy hereunder is not assignable, transferable, delegatable or sublicensable by you except with Inletech's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. Inletech may assign, transfer or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof, and the singular shall include the plural and the plural the singular. You hereby acknowledge that you have carefully read all of the terms and conditions of Inletech's [Privacy Policy](#) and Inletech's [Children's Privacy Policy](#) and agree to all such terms and conditions.