

HomeworkAnswers.ai

Terms of Service August 15, 2023

These Terms of Service (this “**Agreement**”) are a binding contract between you and HomeworkAnswers.ai (“**HomeworkAnswers.ai**,” “**we**,” or “**us**”). This Agreement governs your access to and use of the Services.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION/JURY TRIAL WAIVER THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 11(B), THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

THIS AGREEMENT TAKES EFFECT BY ACCESSING OR USING THE SERVICES; YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE “I DECLINE” BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Definitions.

- 1) “**Aggregated Statistics**” means data and information related to the Customer’s use of the Services to be used by HomeworkAnswers.ai in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2) “**Arbitration Agreement**” means the mandatory individual arbitration provision in Section 11(b).
- 3) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) whom Customer authorizes to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- 4) “**Class Action/Jury Trial Waiver**” means the class action/jury trial waiver provision in Section 11(c).
- 5) “**Confidential Information**” means information about either party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” at the time of disclosure. Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.
- 6) “**Customer**,” “**you**,” or “**your**” means you and your Authorized Users.
- 7) “**Customer Account**” means your account on the Services.
- 8) “**Customer Content**” means any content, including profile information, comments, questions, and other content in any form or medium, that is submitted, posted, displayed, transmitted, or otherwise made available on the Services by or on behalf of Customer or any other Authorized User. For the avoidance of doubt, output, copies, reproductions, and other derivative works generated by your use of the Services as expressly permitted hereunder, which are derived from Customer Content, are themselves also Customer Content; provided, however, that Aggregated Statistics is not Customer Content.

- 9) **"Documentation"** means HomeworkAnswers.ai's user manuals, handbooks, guides, FAQs, and instructional videos, relating to the Services provided by HomeworkAnswers.ai to Customers electronically and relating to the Services available at www.HomeworkAnswers.ai
- 10) **"Feedback"** means any communications or materials sent to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including, without limitation, new features or functionality relating thereto or any comments, questions, suggestions, ideas, or the like, about the Services.
- 11) **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- 12) **"HomeworkAnswers.ai IP"** means the (i) Services, including all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music, (ii) the Documentation, (iii) and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, HomeworkAnswers.ai IP includes Aggregated Statistics and any information, data, or other content derived from HomeworkAnswers.ai's monitoring of Customer's access to or use of the Services but does not include Customer Content.
- 13) **"Privacy Policy"** means the privacy policy, available at www.HomeworkAnswers.ai/privacy.
- 14) **"Services"** means the online and/or mobile services, website, and software provided on or in connection with the service provided by HomeworkAnswers.ai under this Agreement and as detailed on HomeworkAnswers.ai's website.
- 15) **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.
- 16) **"User"** or **"Users"** means all visitors, users, and others who access the Services.
- 17) **"User Accounts"** means different types of accounts for different types of Users.

2. Use and Access.

- a. **Eligibility.** This is a contract between you and HomeworkAnswers.ai. You must read and agree to this Agreement before using the Services. If you disagree, you may not use the Services. You may use the Services only if you can form a binding contract with HomeworkAnswers.ai and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Services by anyone under 13 years old (or under 16 years old in Europe) is strictly prohibited and in violation of this Agreement. The Services are not available to any Users previously removed from the Services by HomeworkAnswers.ai.
- b. **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all the terms and conditions of this Agreement, HomeworkAnswers.ai hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. HomeworkAnswers.ai shall provide you the necessary passwords and access credentials to allow you to access the Services.
- c. **Documentation License.** Subject to the terms and conditions contained in this Agreement, HomeworkAnswers.ai hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with the use of the Services.
- d. **Accounts.** Your Customer Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain other User Accounts. If you open a Customer Account on behalf of a company, organization, or other entity, then "you" includes you and that entity. By connecting to HomeworkAnswers.ai with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.
- e. You may never use other Users' User Accounts without permission. When creating your Customer Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your Customer Account, and you must keep your Customer Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Customer Account. You must notify HomeworkAnswers.ai immediately of any breach of security or unauthorized use of your Customer Account. HomeworkAnswers.ai will not be liable for any losses caused by any unauthorized use of your Customer Account.
- f. You may control your Customer Account profile and how you interact with the Services by changing the settings in your settings page. By providing HomeworkAnswers.ai your email address you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

- g. **Use Restrictions.** You shall not, and shall not permit any Authorized Users to engage in any of the following prohibited activities: (i) copying, distributing, selling, reselling, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the HomeworkAnswers.ai servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that HomeworkAnswers.ai grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information or other personal information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.
- h. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, HomeworkAnswers.ai may monitor Customer’s use of the Services and collect and compile Aggregated Statistics. As between HomeworkAnswers.ai and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by HomeworkAnswers.ai. You acknowledge that HomeworkAnswers.ai may compile Aggregated Statistics based on Customer Content input into the Services. You agree that HomeworkAnswers.ai may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information.
- i. **Reservation of Rights.** HomeworkAnswers.ai reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the HomeworkAnswers.ai IP.
- j. **Suspension.** Notwithstanding anything to the contrary in this Agreement, HomeworkAnswers.ai may, in its sole discretion and without notice, temporarily suspend or permanently terminate Customer’s and any other Authorized User’s access to any portion or all of the Services for no reason or for any reason, including but not limited to if: (i) HomeworkAnswers.ai reasonably determines that (A) there is a threat or attack on any of the HomeworkAnswers.ai IP; (B) Customer’s or any other Authorized User’s use of the HomeworkAnswers.ai IP disrupts or poses a security risk to the HomeworkAnswers.ai IP or to any other customer or vendor of HomeworkAnswers.ai; (C) Customer or any other Authorized User is using the HomeworkAnswers.ai IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) HomeworkAnswers.ai’s provision of the Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of HomeworkAnswers.ai has suspended or terminated HomeworkAnswers.ai’s access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5.
- k. **Changes to the Services.** We may, without prior notice, change the Services; stop providing the Services or features of the Services to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if, in our sole determination, you violate any provision of this Agreement or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.
- l. **Disputes with Other Users.** You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. HomeworkAnswers.ai shall have no liability for your interactions with other Users or for any User’s action or inaction.

3. Intellectual Property Rights.

Customer Property. We claim no ownership rights over Customer Content created by you. The Customer Content you create remains yours. However, you understand that certain portions of the Services may allow other Users to view, edit, share, and/or otherwise interact with your Customer Content. By providing or sharing Customer Content through the Services, you agree to allow others to view,

edit, share, and/or interact with your Customer Content in accordance with your settings and this Agreement. HomeworkAnswers.ai has the right (but not the obligation) in its sole discretion to remove any Customer Content that is shared via the Services.

By submitting, posting, displaying, providing, or otherwise making available any Customer Content on or through the Services, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to HomeworkAnswers.ai a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Customer Content and your name, voice, and/or likeness as contained in your Customer Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services and HomeworkAnswers.ai's (and its successors' and affiliates') business, including without limitation in connection with modifying, improving, and enhancing artificial intelligence models, as well as promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

In connection with your Customer Content, you affirm, represent, warrant, and covenant the following:

- i. You have the written consent of each and every identifiable natural person in the Customer Content, if any, to use such person's name or likeness in the manner contemplated by the Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- ii. You have obtained and are solely responsible for obtaining all consents as may be required by law to post any Customer Content relating to third parties.
- iii. Your Customer Content and HomeworkAnswers.ai's use thereof as contemplated by this Agreement and the Services will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- iv. HomeworkAnswers.ai may exercise the rights to your Customer Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- v. You will not post: nudity or other sexually suggestive content; hate speech, credible threats or direct attacks on an individual or group; content that contains self-harm or excessive violence; fake or impostor profiles; content for dissemination in electoral campaigns; content that encourages violence, terrorism, or other serious harm; illegal content or content in furtherance of illegal activities; malicious programs or code; any person's personal information without their consent; and/or spam, machine-generated content, or bulk unsolicited messages.

HomeworkAnswers.ai takes no responsibility and assumes no liability for any Customer Content that you or any other User or third party posts, sends, or otherwise makes available over the Services. You shall be solely responsible for your Customer Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Services. You agree that we are only acting as a passive conduit for your online distribution and publication of your Customer Content. You understand and agree that you may be exposed to Customer Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. You agree that HomeworkAnswers.ai shall not be liable for any damages you allege to incur due to or relating to any Customer Content.

HomeworkAnswers.ai Property. Except for your Customer Content, HomeworkAnswers.ai IP and all Intellectual Property Rights related thereto are the exclusive property of HomeworkAnswers.ai and its licensors (including other Users who post content to the Services). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any HomeworkAnswers.ai IP. Use of the HomeworkAnswers.ai IP for any purpose not expressly permitted by this Agreement is strictly prohibited. For the avoidance of doubt, HomeworkAnswers.ai IP, Aggregated Statistics, and any other information, data, or other content derived from HomeworkAnswers.ai's monitoring of your access to or use of the Services but does not include Customer Content. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to HomeworkAnswers.ai an assignment of all rights, title, and interest in and to the Aggregated Statistics, including all Intellectual Property Rights relating thereto.

You may choose to, or we may invite you to submit Feedback. By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place HomeworkAnswers.ai under any fiduciary or other obligation and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, HomeworkAnswers.ai does not waive any rights to use similar or related ideas previously known to HomeworkAnswers.ai, developed by its employees, or obtained from sources other than you. If you or any of your employees, contractors, or agents send or transmit Feedback we are free to use such

Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf and shall cause your Authorized Users to assign, all right, title and interests in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

(c) DMCA Notice. Since we respect artist and content owner rights, it is HomeworkAnswers.ai's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify HomeworkAnswers.ai's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work that you claim has been infringed.
3. Identification of the material that is claimed to be infringing and where it is located on the Services.
4. Information reasonably sufficient to permit HomeworkAnswers.ai to contact you, such as your address, telephone number, and e-mail address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: Legal Department

HomeworkAnswers.ai

Address: 1624 Market Street, Suite 22340

Denver, CO 80487

Email: legal@HomeworkAnswers.ai

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying HomeworkAnswers.ai and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with HomeworkAnswers.ai's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable laws, HomeworkAnswers.ai has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. HomeworkAnswers.ai may also, at its sole discretion, limit access to the Services and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

4. Customer Responsibilities.

(a) Acceptable Use Policy. The Services may not be used for any of the following prohibited activities (collectively, the "AUP"):

(i) copying, distributing, selling, reselling, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping";

(ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the HomeworkAnswers.ai servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that HomeworkAnswers.ai grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);

(iii) transmitting spam, chain letters, or other unsolicited email.

(iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services.

(v) taking any action that imposes or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure.

(vi) uploading invalid data, viruses, worms, or other software agents through the Services.

(vii) collecting or harvesting any personally identifiable information or other personal information, including account names, from the Services.

(viii) using the Services for any commercial solicitation purposes.

(ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding, or attempting to hide your identity.

(x) interfering with the proper working of the Services.

(xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or

(xii) bypassing the measures, we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services or the content therein.

You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on www.HomeworkAnswers.ai from time to time, including the AUP.

(b) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use

reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(d) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. HomeworkAnswers.ai does not endorse or assume any responsibility for any such Third-Party Products. If you access a Third-Party Product from the Services or share your Customer Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and HomeworkAnswers.ai's Privacy Policy do not apply to your use of such sites. You expressly relieve HomeworkAnswers.ai from any and all liability arising from your use of any Third-Party Products, including, without limitation, Customer Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that HomeworkAnswers.ai shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

5. Fees and Payment.

(a) Billing Policies. Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to our Pricing and Payment Terms available at www.HomeworkAnswers.ai pricing, as we may update them from time to time. HomeworkAnswers.ai may add new services for additional fees and charges and add or amend fees and charges for existing services at any time in its sole discretion. Any change to our Pricing and Payment Terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

(b) No Refunds. You may cancel your Customer Account anytime; however, there are no refunds if your account is terminated. In the event that HomeworkAnswers.ai suspends or terminates your Customer Account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Services, any content or data associated with your Customer Account, or for anything else.

(c) Free Trials. Our third-party service providers or we may offer free trials of a particular Service. Our third-party service provider or we will automatically bill your payment method on the later of the day your free trial ends or the day you start your paid subscription and on each recurring billing date thereafter, subject to Section 5(d). You will not receive a notice that your free trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Central Standard Time on the last day of your free trial period. If you cancel your subscription during a free trial, cancellation may be effective immediately.

(d) Risk of Loss. All products that may be purchased from or via the Services are transported and delivered to you by an independent carrier not affiliated with, or controlled by, HomeworkAnswers.ai. Title to products purchased on the Services, as well as the risk of loss for such products, passes to you when HomeworkAnswers.ai or our supplier delivers these items to the carrier.

(e) Payment Information; Taxes. We accept various payment methods through Stripe, including, without limitation, Mastercard, Visa, and American Express. By using the Services, you agree to be bound by Stripe's Services Agreement available at <https://stripe.com/us/legal>. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

6. Confidential Information.

From time to time, HomeworkAnswers.ai and Customer may disclose or make available to the other party Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this

Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

HomeworkAnswers.ai cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will ever be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

7. Privacy Policy.

HomeworkAnswers.ai complies with its Privacy Policy in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. Warranty Disclaimer.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOMEWORKANSWERS.AI OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, HOMEWORKANSWERS.AI, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT RESULTING FROM OR DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AND USED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY ARISING THEREFROM TO THE EXTENT NOT EXPRESSLY SET FORTH OTHERWISE HEREIN, INCLUDING ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICES.

FURTHER, HOMEWORKANSWERS.AI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND HOMEWORKANSWERS.AI WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Indemnification.

Customer shall defend, indemnify and hold harmless HomeworkAnswers.ai and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Customer or Customer's Authorized Users' use of and access to the Services, including any data or content transmitted or received by Customer or Customer's Authorized Users; (ii) Customer or Customer's Authorized Users' violation of any term of this Agreement, including without

limitation Customer or Customer's Authorized Users' breach of any of the representations and warranties above; (iii) Customer or Customer's Authorized Users' violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) Customer or Customer's Authorized Users' violation of any applicable law, rule or regulation; (v) Customer Content or any content that is submitted via Customer or Customer's Authorized Users' User Account including without limitation misleading, false, or inaccurate information; (vi) Customer or Customer's Authorized Users' willful misconduct; or (vii) any other party's access and use of the Services with Customer or Customer's Authorized Users' unique username, password or other appropriate security code.

10. Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOMEWORKANSWERS.AI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER HOMEWORKANSWERS.AI WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. UNDER NO CIRCUMSTANCES WILL HOMEWORKANSWERS.AI BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOMEWORKANSWERS.AI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) CUSTOMER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT WILL HOMEWORKANSWERS.AI, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO HOMEWORKANSWERS.AI UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF HOMEWORKANSWERS.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Governing Law, Arbitration, and Class Action/Jury Trial Waiver.

(a) **Governing Law.** You agree that: (i) the Services shall be deemed solely based in Delaware; and (ii) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. This Agreement shall be governed by the internal substantive laws of the State of Delaware without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("**FAA**") governs the interpretation and enforcement of the Arbitration Agreement in Section 11(b) and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state

courts located in Delaware for any actions for which we retain the right 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 our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

(b) Arbitration. Read this Section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from HomeworkAnswers.ai. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and HomeworkAnswers.ai that arises out of or relates to, directly or indirectly: (a) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Services, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Services; or (d) any other aspect of your relationship or transactions with HomeworkAnswers.ai, directly or indirectly, as a consumer (“**Claim**” or collectively, “**Claims**”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to this Agreement.

If you are a new HomeworkAnswers.ai user, you can reject and opt out of this Arbitration Agreement within 30 days of accepting this Agreement by emailing HomeworkAnswers.ai at legal@HomeworkAnswers.ai with your first and last name and stating your intent to opt out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of this Agreement, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree first to contact us at legal@HomeworkAnswers.ai and attempt to resolve the dispute with us informally. In the unlikely event that HomeworkAnswers.ai has not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the “**Arbitrator**”), under the Expedited Procedures then in effect for AAA (the “**Rules**”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. County where you live or Delaware unless you and HomeworkAnswers.ai agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and HomeworkAnswers.ai agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as preventing HomeworkAnswers.ai from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights; or preventing you from asserting claims in small claims court if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from the arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

(c) Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND HOMEWORKANSWERS.AI AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER HOMEWORKANSWERS.AI USERS. YOU AND HOMEWORKANSWERS.AI FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HOMEWORKANSWERS.AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

12. Miscellaneous.

(a) Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with HomeworkAnswers.ai in connection with the Services, shall constitute the entire agreement between you and HomeworkAnswers.ai concerning the Services. Except as otherwise stated in Section 11(b), if any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

(b) Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. HomeworkAnswers.ai will provide at least 30 days advance notice of changes to any service level that HomeworkAnswers.ai reasonably anticipates may result in a material reduction in quality or services.

(c) Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

(d) US Government Rights. Each of the software components that constitute the Services and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefore, you receive only those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors

(e) No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and HomeworkAnswers.ai's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

(f) Notices. Unless otherwise provided for in this Agreement, any notices to us must be sent to our corporate headquarters at 3001 Bee Caves Road, Suite 100 B, Rollingwood, TX 78746, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receive electronic communications from us. HomeworkAnswers.ai may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by HomeworkAnswers.ai in our sole discretion. HomeworkAnswers.ai reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. HomeworkAnswers.ai is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

(g) Assignment. This Agreement, and any rights and licenses granted hereunder, is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

Please contact us at legal@HomeworkAnswers.ai with any questions regarding this Agreement.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Country** refers to: United States.
- **Company** (referred to as either "the Company," "We," "Us" or "Our" in this Agreement) refers to HomeworkAnswers.ai.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Service, such as a computer, a cellphone, or a digital tablet.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Goods** refer to the items offered for sale on the Service.
- **Orders** mean a request by You to purchase Goods from Us.
- **Promotions** refer to contests, sweepstakes, or other promotions offered through the Service.
- **Service** refers to the Website.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included or made available by the Service.

- **Website** refers to HomeworkAnswers.ai, accessible from <https://HomeworkAnswers.ai>
- **You** mean the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Placing Orders for Goods

By placing an Order for Goods through the Service, you warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Goods available on the Service, you may be asked to supply certain information relevant to Your Order, including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct, and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Order Cancellation Rights

Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy.

Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel Your Order.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the product instructions, documents, and wrappings. Goods that are damaged or not in the same condition as You received them, or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession.

We will reimburse You no later than 15 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalized.
- The supply of digital content is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

Availability, Errors, and Inaccuracies

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable. We may experience delays in updating information regarding our Goods on the Service and Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company after accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs, and any other matter beyond the control of the Company. In that event, you will have the right to cancel Your Order.

Payments

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards, or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of Your Order.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance (such as daily, weekly, monthly, or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically terminate under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period, and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must always provide Us with accurate, complete, and current information. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

You retain all of Your rights to any Content You submit to the Service, and You are responsible for protecting those rights.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly–generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity, including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is appropriate and complies with these Terms, refuse, or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service, You may be exposed to content that You may find offensive, indecent,

incorrect, or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to restore Content to a usable state successfully.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at legal@HomeworkAnswers.ai and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at hey@HomeworkAnswers.ai. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately. If You wish to terminate Your Account, You may discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or \$100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the

Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of Colorado, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concerns or disputes about the Service, You agree first to try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

United States Federal Government End-Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or the United States government has designated that as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, please contact us by email: legal@HomeworkAnswers.ai