

Terms of Service

1. Introduction

We welcome you to use the services of Yasin Yuzgul. These Terms of Use (collectively, the “Terms”) set forth the legally binding terms and conditions which are applicable to your use of the Service, however installed, accessed and/or used, whether via personal computers, mobile devices or otherwise. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Service. It is important that you read and understand the Terms. By downloading, installing, accessing or using the Service you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy and that you agree to be bound by this agreement. Consequently, if you do not accept or understand the Terms, please do not use, download, access or register with the Service. If you do not agree to these Terms, you are not entitled to use the Service and you must promptly uninstall and delete all copies of the Application that consists part of the Service.

The terms “you” and “user” shall refer to all individuals and entities that access the Service. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms.

In addition to these Terms, you agree to abide by any supplemental policies and terms related to the Service, such as policies related to specific services (including without limitation to any SDKs that may be available with respect to the Service) as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference.

2. Modifications to these Terms of Use

From time to time, we may modify or amend these Terms. If we do so, we will post any such modifications or changes in the Service. You can tell when changes have been made by referring to the “Last Updated” legend on top of this page. Please review these Terms regularly to ensure that you are aware of any changes.

If you continue to use the Service following such a posting of changes, you accept any such change or modification. If you have any questions about these Terms or our Privacy Policy, please see our contact information on the last page of these Terms.

3. Eligibility; User Accounts

The Service is intended solely for your personal use. Moreover, you represent and warrant that you will use the Service in compliance with any and all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. You agree not to access or use the Service in such jurisdictions.

You agree not to provide inaccurate, misleading or false information in connection with your use of the Service. If information you have provided to us subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

You are solely responsible for your use of the Service and for any costs you incur to access the Service through any Internet, wireless or other communication service, such as any fees for data usage on an Internet service provider's or a wireless carrier's network. Check with your carrier to determine the fees that apply.

4. Third Party Material

The Service may contain links to websites and content owned and/or operated by third parties. Such links and content are provided for informational purposes only. We are not responsible for any such third-party websites or content and do not have control over any materials made available therein. Our inclusion of a link to a third-party website or content in the Service does not in any way imply our endorsement, advertising, or promotion of such websites or content or any materials made available therein. By accessing a third-party website or content you accept that we do not exercise any control over such websites or content. We have no responsibility for such third-party websites or content. We encourage you to familiarize yourself with the terms of service applicable to any third-party website or content you may access.

We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party products, services, materials or websites. Please note that the applicable third party is fully responsible for all goods and services it provides to you and for any and all damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part.

5. Intellectual Property

These Terms confer only the right to use the Service, while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Service. All rights, title and interest, including without limitation any copyrights, patents, trade secrets and other intellectual property rights in the Service will remain our sole property. Any services provided to you under these Terms, and other data or materials that are prepared in the performance of such services hereunder, and all right,

title and interest in the foregoing, will belong to us or to third parties. We reserve all rights not expressly granted in these Terms.

You agree that the Service contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Service. No portion of the Service may be reproduced in any form or by any means.

6. License Terms

Subject to your compliance with these Terms and without prejudice to any other terms set forth in these Terms, we grant you a personal, limited, non-exclusive, revocable and non-assignable license, without the right to sublicense, to:

- (a) use the Service solely for your personal, non-commercial use; and
- (b) download and install a copy of the Application onto any authorized device you own and control, and to use such copy of the Application solely for your personal, non-commercial use.

The Service (including the copy of the Application) is licensed, not sold, to you. You agree that we and our licensors own all right, title and interest in and to the Service, including all intellectual property rights therein, and that we retain ownership of all copies of the Application even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear in the Service. We reserve all rights in the Service not expressly granted to you in these Terms.

You may not:

- (a) copy, reproduce, modify or create derivative works of the Service or a part thereof;
- (b) sell, rent, lease, distribute, transfer, sublicense, lend or otherwise assign any rights to, or any part of, the Service to any third party or otherwise commercially exploit the Service;
- (c) make the Service available to multiple users by any means, including without limitation by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;
- (d) disassemble, decompile, reverse engineer, or attempt to derive the source code of any part of the Service, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law. You agree to comply with any technical restrictions in the Service that allow you to use the Service only in certain ways;

- (e) access the Service in order to build a similar or competitive service;
- (f) scrape, build databases or otherwise create permanent copies of any content derived from the Service, or collect any data incorporated in the Service in any automated manner such as through the use of bots, spiders, crawlers or any other automated means;
- (g) exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity; or
- (h) use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

We are not obligated to maintain or support the Service, to provide all or any specific content through the Service, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to the Service, disable access to the Service for any period of time or permanently, and automatically update or upgrade the version of the Service that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such an upgrade is accompanied by a separate license in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Service.

The license to use the Service granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by destroying all copies of the Service in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Service and promptly delete and destroy all copies, full or partial, of the Service. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

You represent and warrant that you will not use or otherwise transport, export or re-export (directly or indirectly) the Service into any country forbidden to receive the Service by any U.S. or other jurisdictions' export or technology laws or regulations or otherwise violate such laws or regulations, that may be amended from time to time. In particular, you represent and warrant that you will not use or otherwise transport, export or re-export the Service to a country that is subject to a U.S. Government embargo or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the

U.S. Department of Commerce Denied Persons List or Entity List. You also represent and warrant that you are not located in any such country or on any such list.

7. User Content

Responsibility for User Content; License

When you use the Service, you may generate User Content. "User Content" means any content created by you, such as any text, math problems, photographs, pictures, data and information, or other content that you submit or is automatically submitted in the Service. In particular, the photographs and videos of math problems that you may submit to the Service, or automatically submitted photographs and videos of math problems that are automatically collected when you use the service, are User Content. You are solely responsible for your User Content, including complying with all laws applicable to your User Content. You agree not to submit to the Service any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal User Content, or any User Content that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

You hereby grant, and you represent and warrant that you have the right to grant, to us a perpetual, irrevocable, non-exclusive, worldwide, transferable, royalty-free and fully paid right and license, with the right to sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, incorporate into other works and otherwise use and commercially exploit any User Content in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. You agree to permanently waive any claims and declarations of moral rights or attribution with respect to your User Content. In particular and without limiting the generality of the foregoing, please note that any photographs and videos you submit to the Service, or photographs and videos submitted automatically to the Service by using the Service, or otherwise submit to us (such as photographs and videos of math problems) constitute User Content and by submitting them you grant us the right and license set forth above and give the representations and warranties set forth below.

You represent and warrant that:

You own, or have the necessary licenses, rights, and/or consents to submit your User Content in the Service;

Your User Content, and our exercise of our rights as stated in these Terms, do not and will not violate, misappropriate or infringe any intellectual property right or other right of

any third party, including but not limited to trademark rights, copyrights, moral rights and publicity rights of any third party;

You possess all rights necessary for the reproduction, distribution, transmission, public performance, public display, and other exploitation of your User Content by us as permitted in these Terms; and

Your User Content is not pornographic, obscene, libelous, defamatory, tortious, harassing or otherwise unlawful.

Examples of Prohibited User Content

The following types of User Content are examples of User Content that is prohibited in the Service:

User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

Harassing User Content;

“Junk mail”, “chain letters,” or “spam”;

User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

User Content of commercial nature without authorization from us.

We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at your own risk.

If you see any material in the Service that in your good faith belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at yasinyuzgulec1@outlook.com

For instructions on how to report intellectual property issues, please see Section 9 (“Copyright Infringement”) below.

User Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Service (“Submissions”) provided by you are non-confidential and shall become our sole property and you assign all rights in these Submissions to Homework Helper: AI Math Solve. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Prohibited Activities

The list below contains examples of behaviors that are prohibited in the Service:

Impersonating another person or entity;

Accessing or using the Service in an unlawful way or for any unlawful purpose;

Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;

Transmission of viruses, malware, or other malicious code in the Service;

Modification, reverse-engineering, or other manipulation of the Service; and

Interfering with, or disrupting, the Service.

9. Copyright Infringement

We undertake to obey relevant copyright laws. If you believe copyright-protected work was posted on the Service without authorization, you may submit a copyright infringement notification. We will review all claims of copyright infringement received and remove User Content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:

1) the name and contact information of the copyright holder or his/her representative who is making the notification (the "Notifying Party");

2) an itemization of the material, for which prevention of access is requested, and details of the location of the material. Please provide enough detail for us to locate the allegedly infringing content on the Service;

3) confirmation by the Notifying Party that the material which the request concerns is, in its sincere opinion, illegally accessible in the communications network;

4) information concerning the fact that the Notifying Party has in vain submitted its request to the content provider or that the content provider could not be identified;

5) confirmation by the Notifying Party that he/she is the holder of copyright or neighboring right or entitled to act on behalf of the holder of the right;

6) signature of the Notifying Party.

10. Privacy and Security

Claims can be sent to yasinyuzgulec1@outlook.com

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our Privacy Policy and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you. By using the Service, you consent and agree to the collection and use of certain personal data about you and your use of the Service in accordance with our Privacy Policy and applicable laws and regulations related to personal data.

In addition to what is stated in the Privacy Policy, you agree to:

Respect the privacy of other users;

Not engage in unauthorized collection of users' content or information, and/or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without an authorization from us;

Not reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, photograph, credit card number or any information that may otherwise be used to track, contact or impersonate another individual; and

Not provide any false personal data to us or create any user account for anyone other than yourself without such person's permission.

11. NO WARRANTY

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICE OR ANY CONTENT THEREON. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE. MOREOVER, YOU AGREE THAT WE DO NOT HAVE RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY MATERIAL OR CONTENT AND OTHER COMMUNICATIONS MAINTAINED IN THE SERVICE. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SERVICE OR OUR REPRESENTATIVES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GIVE ANY WARRANTY WITH RESPECT TO THE RESULTS OBTAINED FROM THE

APPLICATION AND YOU RELEASE US FROM ANY LIABILITY THAT MIGHT RESULT FROM THE USE OF THE SERVICE.

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The official text is the English version of the website. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated website, please refer to the English version of the website which is the official version.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS, ACCRUED BUT WASTED EXPENDITURE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (iii) ANY CONTENT AND/OR INFORMATION OBTAINED FROM THE SERVICE OR RELIANCE UPON THE SERVICE OR ANY PART THEREOF; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE KNEW OF OR OUGHT TO HAVE KNOWN

OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION TO THE FOREGOING, YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES, IF ANY, THAT YOU HAVE PAID TO US FOR ACCESS TO AND USE OF THE SERVICE. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS REMOVES OR SUPERSEDES YOUR RIGHTS AS A CONSUMER BASED ON MANDATORY PROVISIONS OF LAW.

13. Indemnity

You agree to indemnify and hold Homework Helper: AI Math Solve harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

14. Entire Agreement

These Terms, any applicable additional terms included in the Service, and any documents expressly incorporated by reference herein (including our Privacy Policy), contain the entire understanding between You and Photomath, and supersede all prior understandings of the parties hereto relating to the subject matter hereof.

15. Waiver and Severability

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

16. Governing Law and Resolution of Disputes

The laws of the State of California, without regard to or application of its conflict of law provisions, will govern these Terms and any claim, cause of action or dispute arising out of or relating to these Terms will be brought solely in the courts of Santa Clara County, California. You hereby consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HOMEWORK HELPER: AI MATH SOLVE ONLY IN YOUR INDIVIDUAL

CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

17. Assignment

We may assign or delegate these Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorized assignment and delegation by you is ineffective.

18. Termination

We reserve the right to discontinue offering the Service or any part thereof or to suspend, remove, modify or disable access to the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Service at any time. In no event will we be liable for the removal of or disabling of access to the Service or any part thereof. We may also impose limits on the use of or access to the Service, in any event and without notice or liability. Upon termination of the Service or a part thereof, your license to use the Service or a part thereof will be automatically terminated. In such an event, Homework Helper: AI Math Solve shall not be obligated to provide refunds or other compensation to users in connection with such discontinuation. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

19. Contact

If you have any questions about these Terms, please contact us at yasinyuzgulec1@outlook.com | + 1 (972) 5285406