Terms of Use/ Content
Please read these Terms of Use ("Terms of Use") carefully before using any Math Party (Step By Step Expressions, Inc.) Services. By using any of our Services (as defined below) or by clicking a box that states that you accept or agree to these Terms of Use, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, do not purchase a subscription, register for an account, or use Math Party (Step By Step Expressions, Inc.) Services.

Welcome to The Math Party, which is owned and operated by Step By Step Expressions, Inc.
By purchasing a subscription to, registering an account for, and using Math Party including all of the services provided therein, and any other mobile applications, web applications, websites and online services that link to these Terms, you acknowledge that you have read and understand these Terms, and agree to be bound to them.

In these Terms, you refers to Adult Users of the Services and purchasers of accounts. An adult is a person of legal age who can enter into a contract in the state in which one resides. By purchasing a subscription to, registering for, or using the Services, you represent and warrant that you hold responsibility for ensuring that any child or student authorized by you to access and use the Services does so in accordance with these terms.

The Math Party (known within this document as "Math Party", "we", "our" or "us") endeavors to provide a safe and friendly educational environment for children under 14 years old, with their parent's consent and supervision, to experience rich content. Our services are for students in all grades. Math Party is a motivational, musical, method of mathematics created by former classroom teacher, Dr. Stephanie Pasley-Henry, to amplify the interest, retention and achievement levels of students who have struggled in mathematics. This program is used all across the nation either as an intervention for students who are considered at risk of failing mathematics, or as a general review for all students.Our Services include our mobile application, our website, and other features, content and functionality offered by us from time to time in connection with our Sites.

1. GENERAL TERMS AND LICENSE
1.1 Governing Agreement
The Terms of Use of this agreement govern the relationship between you and Math Party regarding your use of Math Party's mobile application, websites, educational content, music, games, and related services.
If you are a parent or guardian and you provide your consent to your child's registration with the services, you agree to be bound by these terms of use in respect of their use of the site. If you are a school official and provide your consent to a child's registration with these services, you agree to be bound by these terms in respect of their use of the site, that you are authorized to do so, and that you are in compliance with the family educational rights and privacy act (FERPA). If you have been invited to use these services by a member or account owner and you provide your consent to use these services, you agree to be bound by these terms of use in respect of your use of the site.
1.2 Definitions
"Account Owner"—is at least 14 years of age, or a parent, guardian, or authorized school official who has created an account on behalf of a child on The Math Party's mobile application and/or https://TheMathParty.com. Account Owners have access to varying levels of functionality and content, depending on subsequent in-app purchases made by the Account Owners.
"Parent"—is an Account Owner that is a parent or legal guardian.
"School Official"—is an Account Owner that is a teacher or other authorized school agent, according to authorization procedures within FERPA.
 "Member"—is an Account Owner who has an active subscription to access Math Party's premium features.
"Family Membership"—is a membership by a parent or guardian who has subscribed to Math Party.
"School Membership"—is a membership by a teacher or authorized school official who has subscribed to Math Party. This membership is structured differently than a family membership to accommodate a classroom of students. In order to qualify for a School Membership, a
School Official must be independently verifiable as an educator by their school's domain-specific e-mail address or other means deemed appropriate by Math Party.
 "Services"—Collectively, Math Party's mobile and web applications, educational content, activities/games, music, videos, related services, and Math Party's websites.
"Sites"—Math Party's mobile and web applications and website.
"Visitor"—someone who is browsing through website without registering for or logging into an account.
"You" is in reference to you as the student, parent, legal guardian, or authorized school official, and your child, whom you have granted access to the Services.
"Account Fee" – is a fee for any product or service associated with a user account.
"Subscription Fee" – is a fee for access to content and Services for schools and organizations.

1.3 Terms of Use and Privacy Policy
By using Services you: (1) agree to be bound by these Terms of Use and conditions; (2) agree to our privacy policy, which is located on our Math Party Application and is incorporated here by reference; and (3) agree to be bound by other policy and legal notices that may be posted on our Site. The legally binding Terms of Use of these documents set out your rights, obligations and restrictions regarding your use of our Services.
In order to participate in certain Services you may be required to download content, software, and/or required to agree to additional Terms of Use and conditions. Unless otherwise expressly set forth in any such additional Terms of Use and conditions applicable to the specific Services in which you choose to participate, those additional Terms of Use are incorporated into this Agreement. If you do not agree to this Agreement (which is comprised of these Terms of Use and our Privacy Policy) please do not use our Services. We require that you review our Privacy Policy and encourage you to raise any relevant questions with us. You are only authorized to use the Services if you agree to abide by—and do abide by—all applicable laws and this Agreement.

YOU MUST BE AT LEAST 14 YEARS OF AGE, A PARENT, LEGAL GUARDIAN, OR AN AUTHORIZED SCHOOL EMPLOYEE IN COMPLIANCE WITH FERPA, TO USE OUR SERVICES; BY PROVIDING YOUR CONSENT , YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF YOUR CHILD'S USE OF THE SERVICES.

1.4 Eligibility for Use Ability to Accept Terms of Use

If you are under the age of 14, you must have legal parental or guardian or authorized school consent to use our Services. Account Owners may only register their own child(ren). Account Owners affirm that any child user associated with their account possesses legal parental or guardian consent to use the Services. Account Owners affirm that they have read and accepted these Terms of Use and the Privacy Policy, and are fully able and competent to enter into the Terms of Use, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. Account Owners agree to abide by and comply with this Agreement.

1.5 Updates to the Terms of Use

Math Party reserves the right, at our discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting the amended Terms of Use on or within the Sites. You may also be given notice, such as an e-mail message or messaging within our Services of any changes. You will be deemed to have accepted such changes to the Terms of Use by continuing to use any of our Services. If changes are made to the Privacy Policy, you may be given direct notice via e-mail and any such changes will require your express consent. Math Party may also revise other policies, codes or rules at any time, and the new versions will be available at or within our Services.

If at any point you do not agree to any portion of the then-current version of our Terms of Use or the Math Party Privacy Policy, or any other Math Party policy, your license to use the Services shall immediately terminate and you must immediately stop using our Services.

To the extent the Terms of Use or Math Party Privacy Policy conflict with any other Math Party Terms of Use, policy, rules or codes of conduct, the Terms of Use contained in these Terms of Use and in the Math Party Privacy Policy shall govern.

1.6 Grant of a Limited License to Use the Services

Subject to your agreement and continuing compliance with these Terms of Use and any other relevant Math Party policies, Math Party grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in Sections 1 to access and use the Services for your own non-commercial purposes.

1.7 Accessing the Service

By accessing or using any of the Math Party Services, including using any Math Party mobile application, browsing any Math Party website, accessing a Math Party activity/game/videos or other Math Party content, you accept and agree to these Terms of Use.

You must provide all equipment and software necessary to connect to the Services, including, but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component.

You are responsible for any fees, including Internet connection or mobile fees that you incur when accessing the Services.

1.8 Use of the Services

You are granted the revocable, non-transferable right and license to use the Services, including Math Party educational content and activities/games/videos accessed through the Services, for your private, non-commercial use. These rights are user rights only, and no right or license is granted to distribute, publicly perform or prepare derivative works of any content accessed through the Services. This license is granted, however, subject to the following restrictions:

- You shall not create an account or access the Services without the express consent of a parent, legal guardian, or authorized school official if you are under the age of 14;

- You shall monitor your account to restrict use by minors. You accept full responsibility for any unauthorized use of the Services by minors in connection with your account;

- You are responsible for any use of your credit card or other payment instrument (e.g. PayPal);

- You shall not have more than one account at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself;

- You shall not create an account or use any of the Services if you are a convicted sex offender;

- You shall not have an account or use any of the Services if you have previously been removed by Math Party or previously been banned from accessing any of our Services;

- You shall use your account only for non-commercial purposes;

- You shall not use your account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (SPIM and SPAM) to anyone;

- You shall not use your account to engage in any illegal conduct.

1.9 Account Information

When creating or updating an account, you may be asked to provide Math Party with certain personal information, which may include your first and last name, e-mail address, payment information, as well as other personal information. This information will be held and used in accordance with Math Party's Privacy Policy. You agree that you will supply accurate and complete information to Math Party and that you will update that information promptly after it changes.

1.10 Username and Password

During the account creation process, you may be asked to select a password ("Login Information"). The following rules govern the security of your Login Information:

- You shall not share the account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your account;

- In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Math Party and modify your Login Information;

- You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information; and

- You are responsible for anything that happens through your account.

Math Party reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

1.11 Account Fees

Math Party may charge an account fee or subscription fee for access to certain Services. We may change that fee at any time at our discretion. All fees are payable in accordance with payment terms in effect at the time when the fee becomes payable. We may offer promotional trial subscriptions to access those Services for free or at discounted prices, as well as referral discounts or similar free access to Member benefits when referring to new users. If you sign up for a trial use or referral benefits, your rights to use the Services are limited by the terms of that trial or referral, and will terminate or renew according to the terms of your trial or referral arrangement and any applicable Additional Terms. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

1.11.1 AUTHORIZATION TO CHARGE FOR USE OF SERVICES

You must use a credit card, payment via the App Store, or other payment mechanism accepted by us to activate and maintain a paid account. You authorize Math Party to charge you through the payment mechanism that you use when you register for access to Premium Services. You are also responsible for charges for any products or Services you order that are offered for sale through our Sites. If we do not receive payment via your payment mechanism, you agree to pay all amounts due hereunder upon our demand, and will be solely responsible for any dispute with your payment provider. If the payment method provided is initially declined for any reason, we reserve the right to charge the payment method (credit card or other accepted mechanism) in installments, at the non-promotional/non-discounted rate that is in place at the time, for the full duration of the subscription that you have selected. You bear sole responsibility for all overdraft fees or other penalties that may be assessed by your payment provider.

1.11.2 SUBSCRIPTION RENEWAL

Math Party will renew your paid access automatically unless you cancel your payment at least 24 hours prior to its renewal date. We will charge your payment mechanism annually at the then-current applicable price.

1.11.3 APP STORE SUBSCRIPTIONS

Subscriptions purchased inside our Math Party app—not on Math Party's website—are managed securely. Math Party will collect subscription fees in order to give you full access of the app which includes videos and activities.

Subscriptions are valid for one year. Your subscription automatically renews unless auto-renew is turned off at least twenty-four (24) hours before the end of the current period. Your account will be charged the then-applicable subscription price within twenty-four (24) hours prior to the end of the current period. No cancellation of the current subscription is allowed during active subscription period.

1.11.4 SUBSCRIPTION CANCELLATIONS

If you subscribed through the Math Party website, then you may cancel Services at least 24 hours prior to the subscription renewal date to avoid future billing by contacting Math Party Customer Support. If you subscribed through our Math Party app, then you need to follow cancellation instructions from the App Store associated with your device. After canceling a subscription, you will continue to have access to Services for the interval of time that has already been prepaid, which will be calculated based on the rate in effect at the date of purchase. Math Party does not provide full or partial refunds for prepaid intervals, whatever the duration.

1.12 License Limitations

Any use of our Services in violation of these License Limitations (as defined in this Section) is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1.6, and may subject you to liability for violations of law. Any attempt by you to disrupt or interfere with the Services including undermining or manipulating the legitimate operation of any Math Party content is a violation of Math Party policy and may be a violation of criminal and civil laws.

You agree that you will not, under any circumstances:

- Engage in any act that Math Party deems to be in conflict with the spirit or intent of the Services, including but not limited to circumventing or manipulating these Terms of Use or any other Math Party policies;

- Use the Services, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

- Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;

- Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person;

- Without Math Party's express written consent, use the Services or any part thereof for any commercial purpose;

- Transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

- Interfere or attempt to interfere with the proper functioning of the Services or connect to or use the Service in any way not expressly permitted by these Terms of Use;

- Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Services using any method not expressly permitted by Math Party; or

- Copy, modify or distribute rights or content from any Services or Math Party's copyrights or trademarks or use any method to copy or distribute the content of the Services except as specifically allowed in these Terms of Use.

All music, videos, photos, activities, and lyrics are owned by The Math Party (Step By Step Expressions, Inc.).

1.13. Suspension and Termination of Account and Services

Without limiting any other remedies, Math Party may limit, suspend, terminate, modify, or delete accounts or access to the Services or portions thereof if you are, or if Math Party suspects that you are, failing to comply with any of these Terms of Use or for any actual or suspected illegal or improper use of the Services, with or without notice to you. Without limiting our other remedies, Math Party may limit, suspend or terminate any part of our Services and accounts or portions thereof, prohibit access to our Sites and their content, and take technical and legal steps to prevent users from accessing our Services if we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our Terms of Use or policies. Additionally, Math Party may, in appropriate circumstances and at our sole discretion, suspend or terminate accounts of users who may be repeat infringers of third party intellectual property rights.

Termination of your account can include disabling your access to the Services or any part thereof including any content you submitted or others submitted.

Math Party may cancel any account registered to you at any time.

1.14 Ownership

1.14.1. CONTENT/SERVICES/PHYSICAL INJURY

The Services (including without limitation any content, activities/games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, physical routines, audio-visual effects, methods of operation, and moral rights) are copyrighted works owned by Math Party. Math Party reserves all rights, including without limitation, all intellectual property rights in connection with the Services. Math Party is a is a motivational, musical, method of mathematics created by former classroom teacher, Dr. Stephanie Pasley-Henry, to amplify the interest, retention and achievement levels of students who have struggled in mathematics. This program is used as an intervention for students who are considered at risk of failing mathematics, or as a general review for all students. Our Services include our mobile application, our website, and other features, content and functionality offered by us from time to time in connection with our Sites.

Dr. Stephanie Pasley-Henry, the creator of The Math Party Program, is the sole-composer of every musical contribution and activity presented on The Math Party App.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS OF USE SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, SLOGANS, SERVICE MARKS, TRADE NAMES, TRADE DRESS OR OTHER PROPRIETARY RIGHTS IN THE SITE OR CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY. You undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title.

You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in exercise or dance routines with Math Party, you agree that you do so at your own risk, you are voluntarily participating in these activities, you assume all risk of injury to yourself, and agree to release and discharge Math Party from any and all claims or causes of action, known or unknown, arising out of fitness routines with Math Party.

1.14.2. ACCOUNTS

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in an account, and you further acknowledge and agree that all rights in and to an account are and shall forever be owned by and inure to the benefit of Math Party.

Generally, accounts created with Math Party will be considered active until we receive an Account Owner request to deactivate or delete them; we also reserve the

right to terminate any account that has not been accessed for 180 days.

We believe your child's safety on digital media is important. While there is no absolute method of ensuring a completely safe environment, we take seriously our mandate to secure "verifiable parental consent" as required under the Children's Online Privacy Protection Act ("COPPA"). We are always looking into new and better ways to verify your consent so that we are not collecting or potentially disclosing information from your child that you did not authorize. We require that you review the Terms of Use of our Privacy Policy and encourage you to raise any questions with us.

1.14.3 INTELLECTUAL PROPERTY RIGHTS

Other than the content you own, under these Terms, Math Party owns all the intellectual property rights and materials contained in this Mobile Application.

You are granted limited license only for purposes of viewing the material contained on this Mobile Application.

1.15.1 CREDIT CARD VERIFICATION

If you choose a credit card, you must use a credit card that matches the name you used to sign in. A record of the verification will be stored for audit purposes.

2. USER CONTENT

2.1. User Content

Our information practices, including how we collect, use and disclose personal information are set forth in the Privacy Policy.

2.2. Disclosure

Your information, and the contents of all of your online communications (including without limitation, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed: (i) when we have a good faith belief that we are required to disclose the information in response to legal process (for example, a court order, search warrant or subpoena); (ii) to satisfy any applicable laws or regulations; (iii) where we believe that our Services are being used in the

commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction; and (iv)

in order to protect the rights or property of Math Party, including to enforce these Terms of Use. By entering into these Terms of Use you hereby provide your irrevocable consent to such monitoring, access and disclosure.

3. COPYRIGHT NOTICES/COMPLAINTS

It is Math Party's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA").

Math Party reserves the right to terminate without notice any user's access to any of the Services if that user is determined by Math Party, in its sole discretion, to be a "repeat infringer."

4. UPDATES TO THE SERVICE

Math Party may require that you accept updates to the Service and to Math Party's content you have installed on your computer or mobile device. You acknowledge and agree that Math Party may update the Service with or without notifying you.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1. DISCLAIMER OF WARRANTIES

THE SITE AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Math Party is not responsible or liable for any infections or contamination of your system, or delays, inaccuracies, errors, or omissions arising out of your use with respect to the information and material contained on the Site. The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any material rests with you. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Math Party, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS TO THE SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED ON THIS SITE. Notwithstanding the foregoing, in no event shall Math Party's liability to you for any and all claims, damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing the Sites.

5.2. Indemnification

You agree to indemnify, defend and hold harmless Math Party, its affiliates, and their respective officers, directors, employees, agents, licensors and representatives from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you. Math Party reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Math Party in asserting any available defenses.

You agree that the provisions in this paragraph will survive any termination of your account(s) or of the Service.

6. DISPUTE RESOLUTION

6.1. General

You and Math Party agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Service ("Claim") in accordance with Subsection 6.2 or as Math Party and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly.

6.2. CLASS ACTION WAIVER AND ARBITRATION

THIS CLASS ACTION WAIVER AND ARBITRATION SECTION PROVIDES THAT ANY DISPUTE ARISING FROM THESE TERMS OF USE MAY BE RESOLVED BY BINDING ARBITRATION, WHICH REPLACES THE RIGHT TO GO TO COURT. THIS SECTION ALSO PROHIBITS YOU FROM BRINGING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, AND PROHIBITS YOU FROM BRINGING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN ADDITION, THIS CLASS ACTION WAIVER AND ARBITRATION SECTION PROHIBITS YOUR ABILITY TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, AND PROHIBITS YOUR ABILITY TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. THE WAIVERS SET FORTH IN THIS SECTION INCLUDE ANY CLAIM THAT YOU MAY HAVE AGAINST Math Party WITH RESPECT TO ANY THIRD PARTY SERVICE. TO THE EXTENT A PROVIDER OF A THIRD PARTY SERVICE JOINS Math Party IN ANY ACTION BETWEEN YOU AND SUCH PROVIDER, YOU AGREE THAT THIS SECTION 6.2 SHALL APPLY TO ANY CLAIMS THAT YOU MAY HAVE AGAINST Math Party.

You acknowledge and agree that this Section 6.2 and any agreements contained herein are made pursuant to a transaction that involves interstate commerce, and shall be governed by, and be enforceable under, the Federal Arbitration Act (the "FAA") (9 U.S.C. §1 et seq.) as it may be amended from time to time.

For the purposes of this Section, a "Claim" shall be any claim, dispute or controversy brought by either you or us against the other or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other and arising from or relating in any way to the purchase of our Services, the EULA, these Terms of Use, or otherwise related to the Math Party's Software or services purchased or obtained by you from us or any partner or retailer. Subject to the provisions of this Section, Math Party may elect to pursue mandatory binding arbitration with respect to any Claim.

In the event of a possible Claim, a party must first send to the other, by certified mail, a written Notice of Dispute ("Notice") describing (a) the nature and basis of the Claim or dispute; and (b) the specific relief sought ("Demand"). The Notice to Math Party should be addressed to: Dispute Resolution Agent, Step By Step Expressions, Inc. P.O. Box 731197 Daytona Beach, FL 32173 USA ("Notice Address"). You must notify us of any Claim brought by you within 30 days of the event or events giving rise to such Claim or you will have waived your right to bring such Claim or to participate in any legal action relating to such Claim. If Math Party and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, Math Party may elect to commence an arbitration proceeding. The amount of any settlement offer made by Math Party or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Math Party is entitled.

This Section shall survive: (i) termination of, or changes in, the Software Purchase Agreement, the EULA or these Terms of Use and any relationship between you and us; (ii) the bankruptcy of any party or any other similar proceeding initiated by you or on your behalf; and (iii) payment in full of any debt by you or by a third party. Should any portion of this Section be deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

7. SEVERABILITY

You and Math Party agree that if any portion of this Agreement is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Agreement, which shall continue to be in full force and effect.

8. GENERAL PROVISIONS

8.1. Assignment

You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without Math Party's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

8.2. Entire Agreement

These Terms of Use contain the entire understanding of you and Math Party and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

8.3. Notices

We may notify you via e-mail. All notices given by you or required from you under these Terms of Use shall be in writing and addressed to: support@TheMathParty.com.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.