

The term 'iMathTutor' or 'us' or 'we' refers to the owner of the website, Regis J. Serinko, Jr., whose mailing address is Calder Square, P.O. Box 10456, State College, PA.

This Membership Agreement (the "Agreement") is a legal contract between the customer ("You", "Your", User, etc) and iMathTutor. The Agreement governs your purchase of subscriptions to various online resources (Practice Tests, Solution Sets, Quick Reference Guides, Video Lectures, etc...), whether fee-based or free of charge, offered on iMathTutor's website (each a "Subscription"). Your use of the Subscriptions is conditioned on your acceptance of this Agreement. The customer accepts and agrees to be bound by all the terms and conditions of this Agreement, as well as any additional terms specific to the particular Subscriptions for which you register. Such additional terms may be found on iMathTutor website, and shall be considered a part of this Agreement with respect to the Subscriptions they cover. Since this is a binding legal agreement between you and iMathTutor, please print a copy of this Agreement for your records.

1. THE SUBSCRIPTIONS

iMathTutor will provide you with the Subscriptions for which you register on iMathTutor's website, subject to the terms and conditions of this Agreement. You acknowledge that the Subscriptions may be offered in various separately priced subscription levels or packages ("Subscription Plans"), and you will only receive the Subscription Plans that you have registered for, and for which you are paying all associated fees. With respect to free-of-charge Subscription Plans, the fees referred to in this Agreement will be equal to zero dollars (\$0.00). Descriptions of each Subscription, and the various Subscription Plans that are available for each Subscription, are available on iMathTutor's website.

You may upgrade to a higher Subscription Plan, if available, at any time during the term of this Agreement. Upon any such upgrade, you agree to pay the increased fees for that Subscription Plan in accordance with this Agreement.

iMathTutor grants you a personal, limited, non-exclusive, revocable license to access and use your Subscriptions for your personal use subject to Agreement. iMathTutor reserves the right to change or discontinue any aspect or feature of the this website, including, but not limited to, content, hours of availability, and equipment needed for access or use, at any time without notice or liability to you.

You might not always be able access your subscriptions due to technological problems or site maintenance.

2. REGISTRATION PROCESS

To sign up for or receive any Subscription, you must establish an account by submitting or maintaining on file with iMathTutor certain registration data, as requested by iMathTutor's online registration form for the Subscription. Such registration data shall include, but not be limited to, your name and email address.

iMathTutor reserves the right, in its sole discretion, to refuse any registration or Subscription activation request for any reason or no reason, and shall not be obligated to provide any Subscription to you unless and until it has received payment for the applicable fee. iMathTutor's use of your registration information is governed by iMathTutor's privacy policy ("Privacy Policy").

3. YOUR PROMISES AND OBLIGATIONS

AS A CONDITION OF RECEIVING ANY SERVICES, YOU PROMISE, REPRESENT, AND WARRANT THE FOLLOWING.

(a) All of the registration information you supply to iMathTutor is true, complete, and accurate, and you will notify iMathTutor of any changes to your registration data during the term of this Agreement and submit updated information within twenty (20) days of any such changes;

(b) You will have only one active account and you will safeguard your account user name and password by not disclosing your password to any third party, and you will assume responsibility for any and all harm or

liability attributable to you or any other person accessing your account or any Subscriptions with your user name and password;;

(d) You will not log in to your account concurrently from multiple IP addresses or log in to your account from more than five (5) IP addresses in any consecutive twenty-four (24) hour period;

(e) You have full power and authority to enter into this Agreement and to perform your obligations hereunder.

(f) In addition to other proprietary rights specified in this Agreement, you will not: i) frame or utilize framing techniques to enclose any element, including without limitation, any text, graphics, images or trademarks on the Site (collectively, "Elements"); ii) gather, obtain, use, access or otherwise copy the Site or any Elements thereof by using any bot, spider, crawler, spy ware, engine, device, software or any other automatic device, utility or manual process of any kind; iii) use the **iMathTutor** website or any features available on the **iMathTutor** website in any manner with the intent to interrupt, damage, disable, overburden or impair the site; iv) directly or indirectly attempt to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the site; or v) engage in any activity that interferes with another User's access, use or enjoyment of this site.

Without limiting its other remedies, **iMathTutor** may refuse or cancel your account or Subscriptions at any time for any violation of the foregoing promises.

4. PAYMENT

You agree to pay **iMathTutor** any fees listed on **iMathTutor**'s website for the Subscription Plans you select. Completion and submission of any Subscription activation form authorizes **iMathTutor** to charge the credit card specified in your registration for all such fees and any related taxes corresponding to the selected Subscription.

Section 4.1 Price and Payment.

Customer shall pay **iMathTutor** membership fees, in U.S. Dollars, as indicated at imathtutor.org for the selected Subscription Plan(s).

Section 4.2. Method of Payment.

iMathTutor accepts payment by PayPal. **iMathTutor** does not have access to nor does it store any credit card data on our servers. All credit and payment data is stored securely by our credit card merchant (Paypal).

5. MODIFICATIONS

iMathTutor has the right to change or modify the Membership Agreement, applicable to your use of the **iMathTutor** website, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting within the **iMathTutor** website, or by electronic or conventional mail, messaging, or by any other means by which you may obtain notice thereof. Any use of the **iMathTutor** website by you subsequent to such notice shall be deemed to constitute your acceptance of such changes, modifications or additions.

6. DURATION OF SUBSCRIPTIONS

Each Subscription begins at the time of completion of the registration and receipt of payment and will continue to a fixed date as specified on the **iMathTutor**'s web pages applicable to the the given Subscription.

7. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement will begin on the date that **iMathTutor** accepts your registration and will continue in force until the expiration of all of all subscription plans for which you have registered. **iMathTutor** also reserves the right to terminate your account and this Agreement immediately and without notice in the event that you breach any provision of this Agreement. No refunds will be available on account of any termination of this Agreement. Sections 10 through 13 of this Agreement shall survive and remain in effect

notwithstanding any termination of this Agreement.

8. CANCELLATIONS AND REFUNDS

Except for as otherwise noted on the **iMathTutor** website, all purchases are non-refundable.

9. OWNERSHIP RIGHTS

(a) The **iMathTutor** website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, and sound, portions of which are owned by **iMathTutor** and portions of which are owned by other parties and licensed to **iMathTutor**. The entire contents of the Site are copyrighted as a collective work/compilation. **iMathTutor** owns copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of **iMathTutor** (or the copyright owner(s) if other than or in addition to **iMathTutor**). In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, copyright or other proprietary notice shall be made. User acknowledges that he/she does not acquire any ownership rights by downloading copyrighted material.

(b) **iMathTutor** always welcomes suggestions and comments regarding the website. Any comments or suggestions submitted to **iMathTutor**, either online or offline will become **iMathTutor**'s property upon their submission. This policy is intended to avoid the possibility of future misunderstandings when projects developed by **iMathTutor** might seem to others to be similar to their own submissions or comments.

10. DISCLAIMER/REVISIONS AND ERRATA

The materials on **iMathTutor**'s web site are provided "as is". **iMathTutor** makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, **iMathTutor** does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site. **iMathTutor** attempts to be as accurate as possible. However, **iMathTutor** does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

iMathTutor may make changes to the materials contained on its web site at any time without notice.

iMathTutor does not, however, make any commitment to update the materials.

11. LIMITATIONS

In no event shall **iMathTutor** or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on **iMathTutor**'s Internet site, even if **iMathTutor** or a **iMathTutor** authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

12. SOLE AND EXCLUSIVE REMEDY

If you are dissatisfied with any portion of any Subscription, your sole and exclusive remedy is to cancel your account or the given Subscription according to this Agreement. No refunds are available except as expressly provided in the Section entitled "Refunds" above.

This Agreement, along with **iMathTutor**'s other terms, conditions, and policies referenced herein, constitutes the entire agreement between you and **iMathTutor** with respect to the Subscriptions. To the extent of any conflict between this Agreement and **iMathTutor**'s Website Terms of Use (located in the Agreements & Policies section of **iMathTutor**'s website), the Website Terms of Use will govern your general use of **iMathTutor**'s website, and this Agreement will govern your use of the Subscriptions in particular. If any part of this Agreement is held to be unenforceable, that part will be amended to achieve its intended effect as nearly as possible, and the remainder of the Agreement will remain in full force.

You will receive periodic announcements and information regarding **iMathTutor**'s subscriptions. You may request to be removed from the **iMathTutor** news mailing list at any time.

13. GOVERNING LAWS

Any claim relating to this Site shall be governed by the laws of the State of Pennsylvania without regard to its conflict of law provisions.

14. Headings

The headings are for organization only and have no meaning