

User Terms of Service

USER TERMS OF SERVICE

Last Updated: July 22, 2023

1. INTRODUCTION

- Welcome to Academic Queries! Your use of our services, including the services we make available through this website (the “Site”) and any materials, software or services offered by us in connection with this Site (the “Services”) is governed by these terms of service (the “Terms” or “User Terms of Service”), so please carefully read them before using the Services. For the purposes of these Terms, “we,” “our,” “us,” “Academic Queries” and the “Company” refer to Wix Site, the providers and operators of the Services.
- In order to use the Services, you must first agree to these Terms. If you are registering for or using the Services on behalf of an organization or individual, you are agreeing to these Terms for that organization or individual and promising that you have the authority to bind that organization or individual to these Terms. In that case, “you” and “your” will also refer to that organization or individual, wherever possible.
- You must be over 13 years of age to use the Services, and children under the age of 13 / cannot use or register for the Services. If you are over 13 years of age but are not yet of legal age to form a binding contract (in many jurisdictions, this age is 18), then you must get your parent or guardian to read these Terms and agree to them for you before you use the 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 with respect of your child’s use of the Services.
- You agree your use of the Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Academic Queries or any of its affiliates regarding future functionality or features.
- THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM WHICH FACILITATES THE CONNECTION BETWEEN USERS AND TUTORS FEATURED ON THE SITE AND VIA THE SERVICES. YOU UNDERSTAND AND AGREE THAT ACADEMIC QUERIES IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN USERS AND TUTORS. TUTORS ARE, NOT EMPLOYEES NOR AGENTS OF ACADEMIC QUERIES. ACADEMIC QUERIES HAS NO CONTROL OVER THE LESSON SERVICES OR CONDUCT OF USERS, TUTORS AND OTHER USERS OF THE SITE AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.
- YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, SEARCHING FOR A TUTOR VIA THE SITE OR SERVICES, OR BY POSTING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED VIA THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR COLLECTIVE CONTENT.

2. DESCRIPTION OF SERVICES

- Academic Queries provides an online platform that allows tutors (“Tutors”) and individuals seeking tutoring or educational services (“Students”) to connect with one another with the goal of allowing Tutors to offer tutoring or educational services (“Lesson Services”) to Students (“Students” and “Tutors” shall also be referred to hereinafter, collectively, as “Users”).
- Academic Queries is not a provider of tutoring services. Academic Queries role is solely to facilitate the availability of the Site and Services. Similarly, Academic Queries is not a contracting agent or representative of any Tutor or Student. Tutors are independent contractors and are not employees or agents of Academic Queries.
- We have the right, but not the obligation, to monitor any activity and content associated with these Services.
- You are responsible for selecting the right tutor for their needs. In making hiring decisions, you should review and investigate each tutor's self-reported credentials, education, and experience, as well as reviews from other students. You waive and release Academic Queries from any liabilities arising from or related to any act or omission of a Tutor in connection with your use of the Services.
- ACADEMIC QUERIES DOES NOT CONTROL THE PRICE, AVAILABILITY, QUALITY, RELEVANCE OR ACCURACY OF ANY LESSON SERVICE PROVIDED BY TUTORS, AND ACADEMIC QUERIES DOES NOT DETERMINE WHETHER ANY TUTOR IS QUALIFIED TO PROVIDE ANY SPECIFIC ADVICE, OR WHETHER A TUTOR IS CATEGORIZED CORRECTLY OR IN THE MOST APPROPRIATE CATEGORY TO PROVIDE THE ADVICE SOUGHT BY A STUDENT.
- ACADEMIC QUERIES DOES NOT CONTROL, IS NOT RESPONSIBLE FOR AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY USER OR USER CONDUCT. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OR RELIANCE ON ANY USER OR USER CONDUCT. ACADEMIC QUERIES ASSUMES NO RESPONSIBILITY FOR VERIFYING THE IDENTITY, QUALIFICATIONS, CREDENTIALS, BIOGRAPHIC INFORMATION, LICENSURE, AND/OR ANY OTHER INFORMATION REGARDING ANY OF THE USERS, ALTHOUGH IT MAY CHOOSE TO TAKE ACTION TO DO SO INDEPENDENTLY, IN ITS SOLE DISCRETION AND SOLELY FOR ITS OWN BENEFIT.

3. REGISTRATION AND ACCOUNT CREATION

- In order to use the Services, you will be required to register as a user and to provide us with personally identifiable information, including your name, country of residence, time zone, email address, phone number, username and password (“Credentials”). Registering for the Services is free of charge.
- When you register with Academic Queries and set up your account (“Account”), you: (i) agree to provide Academic Queries with accurate and complete information; (ii) agree to promptly update your Account information with any new information that may affect the operation of your Account; and (iii) authorize Academic Queries, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Account information or the information you provide to us related to any transactions you initiate via the

Site and Services. You will not use false identities or impersonate any other person or use a username or password that you are not authorized to use.

- We handle your personally identifiable information with the utmost attention, care and security. Nonetheless, you, not us, shall be responsible for maintaining and protecting your Credentials in connection with the Services. If your contact information, or other information relating to your username or password changes, you must notify us promptly and keep such information current. You are solely responsible for any activity using your Credentials, whether or not you authorized that activity. You should immediately notify us of any unauthorized use of your Credentials or if your email or password has been hacked or stolen. If you discover that someone is using your Credentials without your consent, or you discover any other breach of security, you agree to notify us immediately.
- You will be asked to create a user profile (a "Profile") in the course of registering for the Services. You may edit and update your Profile freely, and may also upload an image of yourself to use as a profile picture ("Profile Photo"). Creating a Profile Photo is voluntary, and you may remove your Profile Photo at any time.
- You agree that you will not permit, enable, introduce or facilitate (i) persons who do not have an Account to have access to or use the features of the Site and Services only made available to Users; and (ii) other Users to use a specific Lesson Service through your Account, including at the same time that you are doing so.

4. USER-UPLOADED CONTENT

- You acknowledge that you may be able to create, transmit, publish or display information (such as data, text, graphics, videos, messages or other materials) through use of the Services. All such information is referred to below as the "Content."
- You agree that you are solely responsible for (and that Academic Queries has no responsibility to you or to any third party for) any Content that you create, transmit, publish, display or otherwise make available while using the Services, and for the consequences of your actions (including any loss or damage which Academic Queries may suffer) in connection with such Content. Furthermore, you acknowledge that Academic Queries does not control or actively monitor Content uploaded by other users and, as such, does not guarantee the accuracy, integrity or quality of such Content. You acknowledge that by using the Services, you may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Academic Queries be liable in any way for any such Content.
- You agree that Academic Queries has no responsibility or liability for the deletion or failure to store any Content or other communications maintained or transmitted through use of the Services. You further acknowledge that you are solely responsible for securing and backing up any such Content.
- Academic Queries reserves the right (but shall have no obligation) to remove any or all Content from the Services. You agree to immediately take down any Content that violates these Terms, including pursuant to a takedown request from Academic Queries. In the event that you elect not to comply with a request from Academic Queries to take down certain Content, Academic Queries reserves the right to directly take down such Content.

5. PURCHASING LESSON SERVICES

- In order to pay for Lesson Services purchased via the Site and Services, except in connection with a Trial Lesson (described below), Students age 18 years of age or older must provide valid payment information and purchase sufficient “Lesson Credits” before connecting with a Tutor, and Students under 18 must get a parent and/or guardian to provide payment information and purchase Lesson Credits on their behalf.
- When purchasing Lesson Services from a particular Tutor, the Tutor will specify the cost for his or her Lesson Services (the “Lesson Fee”). Upon signing up for the Tutor’s Lesson Services, this amount (in Lesson Credits) will be set aside from the Student’s account and held pending the Tutor’s acceptance of the scheduled Lesson Services and completion of the Lesson Services. Once the Lesson Services are completed, the Lesson Credits held for those Lesson Services will be considered expended, and additional Lesson Credits will be needed to purchase further Lesson Services. If a Student does not have enough Lesson Credits available at the time of signing up for a Tutor’s Lesson Services, he or she will be automatically transferred to a web page where Lesson Credits can be purchased.
- If a Tutor does not accept a Student’s request for Lesson Services, or otherwise fails or is unable to provide the Lesson Services, the held Lesson Credits will be credited back into the Student’s account. Failure on the part of a Student to claim Lesson Services that he or she has signed up for will result in the forfeiture of held Lesson Credits.
- Students will receive an email summary within a commercially reasonable time after the Lesson Services session is completed. If for some reason there is a discrepancy concerning Lesson Services charges, please contact us at helponassignment7@gmail.com. Academic Queries may require you to submit additional information in order to make determination regarding your balance. All decisions regarding your balance will be final and at Academic Queries sole discretion. Notwithstanding the foregoing, Academic Queries is not responsible if your Account is accessed or used by a third party without your permission.
- Purchasing Lesson Credits may require use of a third party online payment processor. If you are directed to Academic Queries third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. You agree to pay the applicable fees and any taxes and other fees that may accrue in relation to use of the Site and Services via your Account, if any.
- Lesson Credits are non-refundable, except as expressly provided in these User Terms of Service, and you agree all purchases of Lesson Credits are final. If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for the amount of the purchase. If for some reason you believe that you are entitled to a refund of Lesson Credits (or for your purchase thereof), please contact us at helponassignment7@gmail.com. All refunds are at Academic Queries sole discretion.
- Purchases of Lesson Credits may be subject to a maximum limit, as determined by Academic Queries in its sole discretion.

6. TRIAL LESSONS

- Academic Queries may offer free or discounted trial lessons wherein Students may use the Services to receive one from Lesson Service session from a Tutor (“Trial Lesson”). In order to receive a Trial Lesson, you will be required to provide payment information as described in the

section titled “Purchasing Lesson Services” above. Academic Queries reserves the right, in its sole discretion, to revoke any Lesson Services made available to you or purchased by you in connection with a Trial Lesson if it believes that you have created multiple Accounts via the Services.

7. NO ENDORSEMENT

- Academic Queries acts as a technology service that facilitates provision of Lesson Services between Students and Tutors and does not make decisions related to the provision of, or otherwise exercise control or supervision over, Lesson Services or the contents thereof.
- Academic Queries does not endorse any User and you are responsible for determining and confirming the identity and suitability of the Users interacted with as a result of your use, or use by any third party, of the Site and Services. We are not your agent or the agent of any User. We will not be responsible for any damage or harm resulting from your interactions, or those of anyone else, with Tutors or Students. By using the Site or Services, you, and any third party that may use the Site and Services under your Account, agree (i) any legal remedy or liability that you or such third party seek to obtain for actions or omissions of Tutors, Students or other third parties will be limited to a claim against the particular Tutor, Student or the third parties who caused you, or such third party, harm; and (ii) not to attempt to impose liability on, or seek any legal remedy from Academic Queries with respect to such actions or omissions. In addition, Academic Queries is not responsible for the use or exchange of any information or files between Users. Furthermore, Academic Queries does not control, nor is it responsible for, the truth, accuracy, completeness, safety, timeliness, quality, legality or applicability of anything said or written by or between Users. Accordingly, we encourage you to communicate directly with others you may come into contact with as a result of your use of the Site and Services. **ACADEMIC QUERIES ASSUMES NO RESPONSIBILITY FOR VERIFYING THE IDENTITY, QUALIFICATIONS, CREDENTIALS, BIOGRAPHIC INFORMATION, LICENSURE, AND/OR ANY OTHER INFORMATION REGARDING ANY OF THE USERS, ALTHOUGH IT MAY CHOOSE TO TAKE ACTION TO DO SO INDEPENDENTLY, IN ITS SOLE DISCRETION AND SOLELY FOR ITS OWN BENEFIT.**
- Academic Queries is not liable for potential settlements between the Users, created in the result of using the Services or its individual services, nor is it liable for potential settlements with tax bodies appropriate for the Users, arising from cooperation between the Users. Academic Queries is not liable for any damages and losses incurred by the Users arising from cooperation or interactions between the Users within the Services.
- If you ever believe that another User has violated law or is defrauding, threatening or endangering anyone, Academic Queries urges you to immediately contact the police directly for help.

8. PROPRIETARY RIGHTS

- You acknowledge and agree that Academic Queries (or Academic Queries licensors) own all legal right, title and interest in and to the Services and that the Services are protected by copyrights, trademarks, patents, or other proprietary rights and laws (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- All trademarks, service marks, logos and designs used by Academic Queries in providing the Services, whether registered or unregistered, are owned by Academic Queries or other third

parties. You may not use or display any trademarks, service marks, logos or designs owned by Academic Queries or its affiliates without our prior written consent.

- Except as provided in Section 6, Academic Queries acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you create, submit, post, transmit, share or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Academic Queries, you agree that you are responsible for protecting and enforcing those rights and that Academic Queries has no obligation to do so on your behalf.

9. LICENSE FROM YOU

- Academic Queries makes no claims to ownership of Content that you submit, post or otherwise make available to or through the Services and you continue to retain all ownership rights in such Content and the right to use your Content as you determine. However, in using the Services, you do grant to Academic Queries and its affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Content (in whole or part) for the purpose of enabling Academic Queries to provide you with the Services.

- You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, post or otherwise make available to or through the Services.

10. RESTRICTIONS ON USE

- To ensure that the Services are only used and accessed for educational purposes, you agree that you will not (and you may not permit anyone else to) do any of the following while using the Services:

- o engage in Tutor/Student communications that are unrelated to learning or the subject of the relevant Lesson Services, including without limitation communications that solicit or disclose personally identifiable information such as full name, age and city of residence;

- o upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- o harm minors in any way;

- o Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- o forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

- o upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- o upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- o upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- o upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- o attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services;
- o use the Services to solicit users directly for commercial purposes without the prior written consent of Academic Queries, except in those areas that are designated for such purpose;
- o create multiple accounts or otherwise attempt to access the Services in a manner so as to avoid incurring fees.
- o disrupt the normal flow of communication on the Services or otherwise act in a manner that negatively affects other users' ability to use the Services;
- o interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- o access or use the Services in any way that is harmful to Academic Queries or other Users;
- o intentionally or unintentionally violate any applicable local, state, national or international law;
- o access the Services from territories where its contents are illegal is prohibited (those who choose to access the Services from other locations do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, email, or privacy);
- o provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the Indian States government as a foreign terrorist organization of the Immigration and Nationality Act;
- o "stalk" or otherwise harass another user;
- o use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission or bypass our robot exclusion files or other measures we may use to prevent or restrict access to the Services;
- o collect or store personal data about other users, in connection with the prohibited conduct and activities set forth in paragraphs above or otherwise; or

o access the Services for the purpose of bringing an intellectual property infringement claim against Academic Queries or for the purpose of creating a product or service competitive with the Services.

- Academic Queries may refuse to store, provide, or otherwise maintain your Content for any or no reason. Academic Queries may remove your Content from the Services, terminate your account, and prevent or limit your access to the Services at any time if you violate these Terms or if the Services are cancelled or suspended. If Content is stored using the Services with an expiration date, Academic Queries may also delete the Content after such expiration date. Content that is deleted may be irretrievable.
- You may not use the Services if you are a person barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Services.

11. PRIVACY

- The Services are provided in accordance with our Privacy Policy, which can be found at <https://axeconsultants.com/info/privacy-policy>. You agree to the use of your Content and personal information in accordance with these Terms and our Privacy Policy.
- By using the Services, you consent to receiving electronic communications from Academic Queries. These communications will include notices about your account (e.g. receiving e-mails and other transactional information) and information concerning or related to our Services, such as featured content or other announcements.
- You may review your personal information and request changes to be made to your personal information at any time either through your Profile or by contacting us.
- Academic Queries reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other governmental officials. To protect our systems and users we may access and disclose any information we consider necessary or appropriate to appropriate law enforcement officials, regulators, or other governmental officials. We reserve the right, at our sole discretion, to pursue a civil lawsuit or criminal prosecution for any alleged or actual illegal activities involving our Services.

12. PAID SERVICES

- Academic Queries may choose to offer a number of paid services (“Paid Services”) in connection with the Services, including, but not limited to, a paid advertisement service for Tutors. Please see our Pricing Terms at <https://axeconsultants.com/info/pricing-terms> for a full description of our Paid Services.
- We reserve the right to modify pricing for any and all portions of our Services at any time – including any portions of the Services currently being provided free of charge – without prior notice to you and in our sole discretion.

13. DISCLAIMER OF WARRANTY

- YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

- THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE.

- YOU ACKNOWLEDGE AND AGREE THAT ACADEMIC QUERIES DOES NOT HAVE AN OBLIGATION TO CONDUCT CRIMINAL BACKGROUND CHECKS ON OR TO INTERVIEW OR SCREEN ANY USER OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, TUTORS, BUT MAY CONDUCT SUCH CRIMINAL BACKGROUND CHECKS OR SCREENING OR INTERVIEWS IN ITS SOLE DISCRETION AND SOLELY FOR ITS OWN BENEFIT. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH TUTORS AND OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERACTION WITH TUTORS OR USERS VIA THE SERVICES OR OTHERWISE. YOU UNDERSTAND THAT ACADEMIC QUERIES DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF TUTORS, USERS AND OTHER USERS OF THE SITE OR SERVICES. ACADEMIC QUERIES MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES.
- NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT THE COMPANY'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

14. LIMITATION OF LIABILITY

- SUBJECT TO SECTION 13 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- THE LIMITATIONS ON THE COMPANY'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF OR

SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

- SOME STATES AND JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO ACADEMIC QUERIES FOR ITS SERVICES IN THE PAST 12 MONTHS OR THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER.

15. INDEMNIFICATION

- You agree to hold harmless and indemnify Academic Queries, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Academic Queries and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Services, (c) your violation of applicable laws, rules or regulations in connection with the Services, or (d) your Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

16. COPYRIGHT POLICY

- DMCA Notice of Alleged Infringement ("Notice")

- o Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.

- o Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link or the exact location where such material may be found.

- o Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

- o Include both of the following statements in the body of the Notice:

- ♣ "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

- ♣ "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

- o Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to our Designated Copyright Agent via mail id:

helponassignment7@gmail.com

17. MODIFICATION AND TERMINATION OF SERVICES

- Academic Queries is constantly innovating in order to provide the best possible experience for its Users. You acknowledge and agree that the form and nature of the Services which Academic Queries provides may change from time to time without prior notice to you, subject to the terms in its Privacy Policy. Changes to the form and nature of the Services will be effective with respect to all versions of the Services; examples of changes to the form and nature of the Services include without limitation changes to fee and payment policies, security patches, added functionality, automatic updates, and other enhancements. Any new features that may be added to the website or the Services from time to time will be subject to these Terms, unless stated otherwise.
- You may terminate these Terms at any time by cancelling your account on the Services. You will not receive any refunds if you cancel your account.
- You agree that Academic Queries, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the Services may be without prior notice, and you agree that Academic Queries will not be liable to you or any third party for such termination.
- You are solely responsible for exporting your Content from the Services prior to termination of your account for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve your Content.
- Upon any termination of the Services or your account these Terms will also terminate, but all provisions of these Terms which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

18. CHANGES TO THE TERMS

- Academic Queries reserves the right, at its sole discretion, to modify these User Terms of Service, at any time and without prior notice. If we modify these User Terms of Service we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these User Terms of Service. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified User Terms of Service. If the modified User Terms of Service are not acceptable to you, your only recourse is to cease using the Site and Services.

19. THIRD-PARTY CONTENT

- You may be able to access or use certain third party services, resources, content or information ("Third Party Materials") through your use of the Services. You acknowledge that you are solely responsible for and assume all risk arising from your access to or use of any such third party materials, and Academic Queries disclaims any liability that you may incur arising from your access to or use of such Third Party Materials through your use of the Services.
- You acknowledge and agree that Academic Queries: (a) is not responsible for the availability or accuracy of such Third Party Materials or the products or services on or available from such Third Party Materials; (b) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (c) does

not make any promises to remove Third Party Materials from being accessed through the Services.

- Through our Services, we do not imply any endorsement of Third Party Materials or any such third party services.

20. THIRD PARTY SOFTWARE

- The Services may incorporate certain third party software (“Third Party Software”), which is licensed subject to the terms and conditions of the third party licensing such Third Party Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Third Party Software.

21. FEEDBACK

- You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products. By submitting any feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Academic Queries under any fiduciary or other obligation, and that we are free to use such feedback without any additional compensation to you, and/or to disclose such feedback on a non-confidential basis or otherwise to anyone.

- Additionally, in connection with your receipt of Lesson Services, you may have the opportunity to leave feedback and make comments about your experience with the Tutor with whom you have interacted (“Tutor Reviews”). Academic Queries advises you to exercise caution and good judgment when leaving such comments. Once you submit your comments to via the Site you may not be able to go back and edit your comments, and such comments will be publicly viewable via the Site. You should also be aware that you can be held legally responsible for damages to someone's reputation if your comments are deemed to be false or defamatory. Academic Queries has no obligation to monitor or censor comments that are provided by Student, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these User Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Academic Queries disclaims any and all liability relating to Tutor Reviews. Notwithstanding the foregoing, Academic Queries does reserve the right, in its sole discretion, to remove any Tutor Reviews that it deems to be inconsistent with the online activities that are permitted under these User Terms of Service.

22. MISCELLANEOUS

- These Terms, together with our Privacy Policy, and Pricing Terms, constitutes the entire agreement between the parties relating to the Services and all related activities. These Terms shall not be modified except in writing signed by both parties or by a new posting of these Terms issued by Academic Queries. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Academic Queries to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Academic Queries must be in writing and shall only apply to the specific instance identified in such writing. You may not assign these Terms, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent. These Terms and any action related thereto will

be governed by the laws of the State of California without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in [insert preferred county and state jurisdiction – e.g. Santa Clara, California], and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

23. CONTACT US

- If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the Site or the Services, please contact us at: helponassignment7@gmail.com.
- When submitting a complaint, please provide a brief description of nature of your complaint and the specific services to which your complaint relates.