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Please read this Agreement carefully before using this Site. This is an important legal document. If You do not agree to these Terms of Use, please do not use the Site.

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### **Intellectual Property**

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

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

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

#### **CHANGES TO SITE**

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#### **TERMINATION**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all materials obtained from the Site and all related documentation and all copies and installments thereof whether made under the terms of this Agreement or otherwise. This Agreement will terminate immediately without notice from Newton Education Solutions , if in Newton Education Solutions 's sole discretion You fail to comply with any term or

provision of this Agreement, or if You engage in conduct that is illegal, tortious or that interferes with the technological operation of this Site. Upon termination, You must destroy all materials obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise.

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#### PERMISSION FOR WEB LINKING TO THIS SITE

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#### LINKED SITES

This Site may contain links to or from other website (the "Linked Sites"). These Linked Sites are provided for Your convenience only. Newton Education Solutions has not necessarily reviewed the information on those other Sites, nor is it responsible for the content of those or any other sites, or any products or services that may be offered through any Linked Sites. Different terms and conditions may apply to Your use of any Linked Sites.

## **Placing Orders for Goods**

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

#### Your Information

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

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

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

#### **Order Cancellation**

Newton Education Solutions reserves the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

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

Newton Education Solutions reserves the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

## Availability, Errors and Inaccuracies

Newton Education Solutions are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service (Newton Education Solutions/www,mathrunningrecrods.com) may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.

Newton Education Solutions cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications,

availability, and services. Newton Education Solutions reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Prices Policy**

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

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

### **Payments**

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

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

# **Subscriptions**

# **Subscription period**

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

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

# **Subscription cancellations**

You may cancel Your Subscription renewal by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription

period and You will be able to access the Service until the end of Your current Subscription period.

### **Billing**

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

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

### **Fee Changes**

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

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

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

#### Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

#### **Promotions**

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

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

#### **User Accounts**

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

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

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

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

Accounts to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys in conjunction with an authorized subscription of an adult.

#### Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

#### **Termination**

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

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

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Under no circumstances, including, but not limited to, negligence, shall Newton Education Solutions be liable for any special, incidental or consequential damages that result from the use of, or the inability to use, the materials on this Site, even if Newton Education Solutions has been advised of the possibility of such damages. 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 no event shall Newton Education Solutions 's total liability to You for all damages, losses and causes of action (whether in contract or not (including, but not limited to, negligence) or otherwise) exceed the amount paid by You, if any, for accessing the Site, eBooks or other materials therein.

#### **INDEMNIFICATION**

By using this Site and/or the materials and eBooks provided herein, You agree to indemnify, defend and hold harmless Newton Education Solutions against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) Your violation of this Agreement or any related law, rule or regulation; (2) a claim (by You or any third party) that is based on Your use of any content on the Site; or (3) any material uploaded by You or through Your computer to the Site or otherwise sent by You to Newton Education Solutions . You will cooperate as fully and reasonably as required by Newton Education Solutions in the defense of any claim brought against Newton Education Solutions by a third party. Newton

Education Solutions reserves the right to assume the exclusive defense and control of any matter against it brought by a third party, subject to indemnification by You, and You will not in any event settle any claim brought by a third party without the prior written consent of Newton Education Solutions .

#### JURISDICTIONAL ISSUES

This Site is controlled and operated by Newton Education Solutions from its offices in Ct, United States of America. Newton Education Solutions makes no representation that materials on the Site are appropriate or available for use in other locations. Those who choose to access Newton Education Solutions from other locations do so on their and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **GENERAL**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any principles of conflict of law. By using this Site, You and Newton Education Solutions each agree to submit to the exclusive jurisdiction of the courts of the state of Connecticut and the federal courts of Connecticut. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions, and such provisions shall be deemed modified so that its purpose can be lawfully effectuated and enforced. This is the entire agreement between You and Newton Education Solutions relating to the subject matter herein.

Newton Education Solutions promotes or business on Twitter, Instagram, and Facebook. Twitter's privacy policy is <a href="here">here</a>. Instagram's and Facebook's privacy policy is <a href="here">here</a>.

# **Disputes Resolution**

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

# For European Union (EU) Users

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

#### **United States Federal Government End Use Provisions**

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

# **United States Legal Compliance**

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

### Severability and Waiver

### **Severability**

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

#### Waiver

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

# **Translation Interpretation**

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

#### CHANGES TO THIS AGREEMENT

Newton Education Solutions reserves the right, in its sole discretion, to change this Agreement at any time by posting revised Terms of Use on the Site. It is Your responsibility to check periodically for any changes that Newton Education Solutions may make to these Terms of Use. Your continued use of this Site following posting of changes to these Terms of Use or other policies means that You accept the changes.

## **HOW TO CONTACT US**

If you have any questions or comments about these Terms of Use or want to report a violation of these Terms of Use, please write to us at newtoneducationsolutions@gmail.com

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