

Terms of Service

(Updated April 25, 2016)

Science4Us provides service to users through its website, www.science4us.com, and related iOS Apps (the "Service") subject to the following Terms of Service, which may be updated or modified by Science4Us at any time without notice to you. Whenever you access the Science4Us website or use the iOS Apps, you do so subject to the Terms of Service and all policies or procedures specifically incorporated herein by reference.

Acceptance of Service

Your use of the Science4Us website or Science4Us iOS Apps constitutes your acceptance of and your agreement to abide by these Terms of Service, and all incorporated policies and procedures. **Do not use the website if you do not agree to the Terms of Service!**

Description of Service

Science4Us's website and iOS Apps are designed to provide a solid foundation of fundamental science concepts for students, on which a deep understanding and interest in science can be built. However, you understand and agree that the Service provided by Science4Us (whether paid or free) are provided "as-is" with no fitness implied for any use and no guarantee of reliability or durability. As a software-based service with ongoing updates based on user feedback, there may be problems of implementation or performance, commonly known as "bugs". Science4Us strives to test, update, maintain, and optimize its system regularly so that the Service is delivered to users safely and effectively, but Science4Us makes no guarantees as to the quality, reliability or fitness for any particular purpose of its Service.

Billing Policies

Membership Payment & Activation.

Individual Users. "Individual Users" (e.g. parents) wishing to access paid content on Science4Us must create an account with Science4Us and activate a Membership. For PayPal and credit card payments, the date of payment will be the Activation Date. For payments made by check and subscriptions initiated by purchase order ("PO"), the Activation Date will usually occur within one business day of Science4Us's receipt of an acceptable check or PO, however, Science4Us reserves the right to review POs and checks and to decide, at its sole discretion, whether to immediately activate service or to delay the Activation Date payment is received by Science4Us. Membership fees are subject to change with notice. The monthly membership fee will be billed on the Activation Date and each month thereafter unless and until cancelled by the user or Science4Us, as provided herein. Science4Us automatically bills your Payment Method each month on the calendar day corresponding to the Activation Date. Membership charges are fully earned upon payment.

Institutional Users. "Institutional Users" (e.g. schools or educational institutions) wishing to activate a Membership with Science4Us may contact Science4Us and receive a "Quote", which outlines the cost of membership, term of the membership (typically 12 months), and method of payment. After a Quote has been received, the Institutional User may begin its Membership by initiating payment or it may request a 30-day free trial. Institutional Users who sign up for a free trial can activate their membership at any time during the 30-day trial or after it ends by making a payment as provided in its Quote. The Activation Date of the Institutional User's membership is the date Science4Us receives the payment, and the Quote becomes effective and binding on Science4Us and the Institutional User as of the Activation Date. Payment for membership will be in accordance with the Quote.

Cancellations. Individual Users may cancel their membership at any time for any reason by contacting info@Science4Us.com or 954-626-3117. All cancellations will receive an email confirmation. The cancellation will become effective at the start of the next billing. Institutional Users may cancel their membership if Science4Us breaches a material term of these Terms of Service, after notice to Science4Us and reasonable opportunity to cure. All notices should be sent via certified mail to Science4Us as provided in the Quote. Science4Us may cancel a membership and/or access to paid content on Science4Us if the user fails to make a payment or violates the Terms of Service. For purposes of this section, a user is deemed to have paid Science4Us when the user's check clears or when the user's credit payment has been received by

Science4Us's merchant account or bank account. Science4Us also reserves the right to terminate an Individual's membership for any reason, including, without limitation for lack of use or if Science4Us believes you have violated the letter or spirit of the Terms of Service. You understand and agree that when a membership ends or your account is terminated or discontinued for any reason, all information and files relating to you or your account may also be terminated. You agree that Science4Us shall not be liable to you or any third-party for any termination of your account or access to the Science4Us website.

Cancellation Policy for On-Site Professional Development. We offer live on-site professional development ("PD") programs for U.S. schools and districts. Scheduling of live on-site PD programs must be made at minimum one month in advance and is subject to availability. Cancellation of on-site PD program any time after a date has been scheduled will result in a cancellation fee of \$600.00.

Cancellation Policy for Online Professional Development. We offer live online professional development ("PD") programs for all schools and districts – domestic and international. Scheduling of live online PD programs must be made at minimum one week in advance and is subject to availability. Cancellation of live online PD programs within two business days of the scheduled date will result in a cancellation fee of \$200.

100% Satisfaction Guarantee. New Individual Users who sign up for memberships, provided they have not taken part in a free trial, have a 14-day period during which there is an unconditional money-back guarantee. If an Individual User cancels during this time, he/she will receive a full refund. Institutional Users may request a 30-day free trial period prior to starting a membership. If an Institutional User requests a free trial and is not 100% satisfied with the services offered by Science4Us during the free trial, it is not obligated to sign up for a membership.

Payment Options. Science4Us accepts Visa, MasterCard, Discover, and American Express. Arrangements for PayPal™ or check can also be made by contacting support@Science4Us.com. Individual Users wishing to pay for a membership by alternate means, must contact support@Science4Us, and may be required pay for a minimum of twelve (12) months of membership upfront, with no 14-day money-back guarantee. An Institutional User must pay for its membership through the means outlined in its Quote.

Refunds. All payments to Science4Us are non-refundable, unless it is within the 14-day money back guarantee period for New Individual Users.

Billing Security. Science4Us uses Secure Sockets Layer technology that sends credit card data in encrypted code. Science4Us does not keep a record of, or have access to your credit card number.

Special Offers & Price Changes. Science4Us may run special offers periodically. These offers are subject to change at any time, and may have certain restrictions. Pricing may vary and changes made by Science4Us become effective at the start of the next billing cycle.

Passwords. Your password gives you access to the Membership service. Please take appropriate measures to keep your password confidential and do not share it with third parties or with your children. You will be responsible for all activities that occur under your password regardless of whether you are the person who took such actions. If your password gets disclosed, please advise Science4Us immediately and we will issue a new password and eliminate the previous one.

Your Obligations & Representations. When you sign up for an account at Science4Us and activate your Membership, you agree to (a) provide true, accurate, current and complete information about yourself on the registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Science4Us has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Science4Us has the right to suspend or terminate your account and/or refuse any and all current or future use of its services. You also agree that Science4Us is authorized to charge you the membership fee associated with the type of membership (monthly or yearly) you chose during registration. You agree that we are authorized to charge you the membership fee at the then-current rate to the

Payment Method you provided during registration (or to a different Payment Method if you change your account information).

Holds. Individual Users may place their monthly membership on hold at any time by emailing info@Science4Us.com or calling 954-626-3117. Once you notify us, we will place your membership on hold effective at the start of your next billing cycle. You may cancel the hold and resume your monthly membership at any time by contacting us. When you resume your membership, you will be billed the membership fee at the then-current rate plus any applicable tax to the payment method you provide to us during registration (or to a different payment method if you change your account information).

Science4Us Privacy Policy

Registration Data and certain other information about you are subject to our [Privacy Policy](#). The Privacy Policy is subject to change without notice and is specifically incorporated into the Terms of Service by reference.

Science4Us Proprietary Rights

You acknowledge and agree that the Service provided by Science4Us, and all necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through Science4Us.com and the Science4Us iOS Apps is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Science4Us, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service provided by Science4Us or the Software, in whole or in part.

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1. An electronic or physical signature of the person authorized to act on behalf of the owner of the

copyright interest;

2. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;

3. Identification of the URL or other specific location on the Science4Us site where the material that you claim is infringing is located;

4. Your address, telephone number, and email address;

5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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fun and entertaining format. Time4Learning.com is widely used for [homeschooling curriculum](#), after-school enrichment and remediation and summer study.

Science4Us.com's site is integrated with the Science Songs** found on the [Educational Games Website](#). **Certain fonts found on this site are licensed from Downhill Publishing, LLC and are available through www.Fonts4Teachers.com.**

Astute observers will notice the music in the games was first heard in Croc, Legend of the Gobbos. The Croc music is licensed from Jez San, the copyright owner.

Indemnity

You agree to indemnify and hold Science4Us, its parent and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any content you submit, post, transmit or make available through the Science4Us website or iOS Apps, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

Disclaimer of Warranties

1. Science4Us provides the service on an “as-is” and “as-available” basis. SCIENCE4US EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. SCIENCE4US MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCIENCE4US OR THROUGH OR FROM THE WEBSITE OR iOS APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SCIENCE4US SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SCIENCE4US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOUR SOLE REMEDY WILL BE TO TERMINATE YOUR MEMBERSHIP.

No Guaranty of Results

Science4Us.com and Science4US iOS Apps are tools to assist your child for education and entertainment purposes. Because every child learns differently, Science4Us cannot guarantee particular results from a child's use of the Service.

Modification of Terms

The Terms of Service (and any agreement, rule, or policy incorporated by reference) may be modified by Science4Us at any time by publication through the Science4Us website or by sending you an email. You are responsible for regularly reviewing the Science4Us website to obtain timely notice of such modifications. You

shall be deemed to have accepted such modifications by continuing to use the site after 15 days of when such modifications have been posted or you have been alerted by email. In the event that you object to any material changes to the Terms of Service (or the terms and conditions of an incorporated policy or agreement), your sole and exclusive remedy will be to terminate your Membership and to cease using the services. Upon request, remaining subscriptions costs will, if cancelled due to a change of Terms of Service, not be billed.

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida. Each party consents to personal jurisdiction and venue in Broward County Court. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the Science4US website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

The Terms of Service constitute the entire agreement between you and Science4Us and govern your use of the Service offered by Science4Us. The Terms of Service supersede all prior agreements between you and Science4Us. You understand and agree that you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure of Science4Us to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.