



## Terms and Conditions of Service

### 1. General

Javary websites (“Websites”) and mobile applications, including the Mathy, Monster Mash and Jump Down applications (“Apps”) and related services (together with the Websites, the “Service”), are operated by Javary Games Desenvolvimento de Aplicativos Ltda. (“Javary Co,” “us,” or “we”). Access and use of the Service is subject to the following Terms and Conditions of Service (“Terms and Conditions”). By accessing or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms and Conditions including any future modifications. Javary may amend, update or change these Terms and Conditions. If we do this, we will post a notice that we have made changes to these Terms and Conditions on the Websites for at least 7 days after the changes are posted and will indicate at the bottom of the Terms and Conditions the date these terms were last revised. Any revisions to these Terms and Conditions will become effective the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Service after such changes. If you do not agree to abide by these Terms and Conditions, you are not authorized to use, access or participate in the Service.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS.

### 2. Description of Website and Service

The Service allows users to access and use a variety of educational services, including learning or practicing math skills, taking examinations in the Mathy Test, and playing games on the Monstermash and Jump Down Apps. Javary.Co may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

### 3. Registration; Submission of Content

#### *a. Registration*

In connection with registering for and using the Service, you agree (i) to provide accurate, current and complete information about you and/or your organization as requested by Javary.Co; (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update any registration information you provide to Javary.Co, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

#### *b. General Content*

As a condition of submitting any ratings, reviews, information, data, text, photographs, audio clips, audiovisual works, translations, flashcards or other materials on the Services (“Content”), you hereby grant to Javary.Co a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Services. You represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, Javary.Co, and others as described and otherwise contemplated in these Terms and Conditions. You understand that other users will have access to the Content and that neither they or Javary.Co have any obligation to you or anyone else to maintain the confidentiality of the Content.

### 4. Your Representations and Warranties

You represent and warrant to Javary.Co that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of the United States and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the United States and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including Translation Materials, Course Contributor Materials, Activity Materials, and Content) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below.

You represent and warrant that (1) you are not organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (i.e., an embargo) or (2) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department’s List of Specially Designated Nationals and Blocked Persons, or (3) otherwise the target of U.S. sanctions.

### 5. Inappropriate Use

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in Javary’s sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose JAVARY or its users to any harm or liability of any kind. You will not use the JAVARY apps to collect information about our testing process or to develop strategy, guides or other testing preparation material or a similar testing service, and you will not violate any rules applicable to the Mathy Test or otherwise cheat or circumvent the applicable procedures when taking on Mathy Tests.



**6. Indemnification of Javary**

You agree to defend, indemnify and hold harmless Javary and its directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

**7. License to Apps**

Subject to the terms of these Terms and Conditions, Javary grants you a non-transferable, non-exclusive license to download, install, and use one copy of each App in object code form only on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of all or any portion of any App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate any App or any part thereof. Javary and its licensors own and shall retain all intellectual property rights and other rights in and to the Apps, and any changes, modifications, or corrections thereto. The following terms and conditions apply to you only if you are using the Apps from the Apple App Store. To the extent the other terms and conditions of these Terms and Conditions are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to Apps from the Apple App Store. You acknowledge and agree that these Terms and Conditions are solely between you and Javary, not Apple, and that Apple has no responsibility for the Apps or content thereof. Your use of any App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps. In the event of any failure of any App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and Conditions. You and Javary acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apps or your possession and/or use of any App, including, but not limited to: (i) product liability claims; (ii) any claim that an App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Javary acknowledge that, in the event of any third-party claim that any App or your possession and use of that App infringes that third party's intellectual property rights, Javary, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms and Conditions. You must comply with applicable third party terms of agreement when using any App. You and Javary acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions as they relate to your license of the Apps, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

**8. In-App Purchases**

If you purchase an auto-renewing periodic subscription through the Service, your Javary account will be billed continuously for the subscription until you terminate it as set forth below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your Javary account and follow the instructions to terminate or change your subscription, even if you have deleted your account.

In the Service, you may purchase, with "real world" money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) "virtual currency," including but not limited to virtual gems, solely for use in the Service, and (b) "virtual in-app items" (together with "virtual currency," "Virtual Items"). You are allowed to purchase Virtual Items through the Service, and not in any other way.

Javary may manage, regulate, control, modify, or eliminate Virtual Items at any time, with or without notice. Javary may update the pricing of Virtual Items at any time in its sole discretion, and may add new Virtual Items for additional fees. Javary shall have no liability to you or any third party in the event that Javary exercises any such rights.

The transfer of Virtual Items is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem or otherwise transfer Virtual Items to any person or entity, including but not limited to Company, another user, or any third party.

You agree to pay all fees and applicable taxes incurred by you or anyone using a Javary account registered to you. Javary may revise the pricing for the goods and services offered through the Service at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

**9. Payment Processors**

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Javary be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.



**10. Refund Policy**

*a. General*

In the event that Javary suspends or terminates your use of the Service or these Terms and Conditions or you close your account voluntarily, you understand and agree that you will receive no refund or exchange of any kind, including for any unused virtual currency or other Virtual Item, any Content or data associated with your use of the Service, or for anything else.

**11. Third-Party Links, Sites, and Services**

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Javary. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Javary, you understand that these Terms and Conditions and our Privacy Policy does not apply to your use of such sites. You expressly acknowledge and agree that Javary shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Service may include advertisements, which may be targeted to the Content or information on the Service, or other information. The types and extent of advertising by Javary on the Service are subject to change. In consideration for JAVARY granting you access to and use of the Service, you agree that JAVARY and its third party providers and partners may place such advertising in connection with the display of content or information submitted by you or others.

**12. NO REPRESENTATIONS OR WARRANTIES BY JAVARY**

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY JAVARY ARE PROVIDED TO YOU ON AN "AS IS" BASIS. JAVARY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JAVARY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**13. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY**

IN NO EVENT WILL JAVARY BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF JAVARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JAVARY'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO JAVARY FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

**14. Termination**

JAVARY may terminate your access and use of the Service immediately at any time, for any reason, and at such a time you will have no further right to use the Service. You may terminate your JAVARY account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of JAVARY's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

**15. Proprietary Rights in Service Content and Activity Materials**

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of JAVARY or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and JAVARY, all data, information and materials generated from your access and use of the educational activities made available on or through the Service, including translated content generated by you (collectively, the "Activity Materials"), shall be exclusively owned by JAVARY, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. Activity Materials will not include Translation Materials. By using the Service, you hereby



assign to JAVARY any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of JAVARY or its licensors that are not expressly granted in these Terms and Conditions are reserved to JAVARY and its licensors.

**16. Trademarks**

“JAVARY,” “Mathy, Monster Mash” and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or service marks of JAVARY or their respective owners, and certain of them are registered with the United States Patent and Trademark Office. Access and use of the Service does not grant or provide you with the right or license to reproduce or otherwise use the JAVARY name or any JAVARY or third-party trademarks, service marks, graphics or logos.

**17. Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://javary.co/policy/privacy.pdf>. By using the Service, you consent to the terms of the Privacy Policy.

**18. Notice for Claims of Copyright Violations and Agent for Notice**

If you are a copyright owner and have a good faith belief that any material available through the Service infringes upon your copyrights, you may submit a copyright infringement notification to JAVARY pursuant to the Digital Millennium Copyright Act by providing us with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- 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
- 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 are authorized to act on the copyright owner's behalf.

**19. Please consult your legal counsel for further details or see 17 U.S.C. §512(c)(3). JAVARY's Agent for Notice of claims of copyright infringement can be reached as follows:**

By email: [INFO@JAVARY.CO](mailto:INFO@JAVARY.CO)

**20. Governing Law and Arbitration; No Class Action**

These Terms and Conditions, its subject matter and JAVARY's and your respective rights under these Terms and Conditions, as well as any claim, cause of action or dispute (“claim”) arising out of or related to these Terms and Conditions, shall be governed by and construed under the laws of the Commonwealth of São Paulo, Cidade de São Paulo, Brazil, excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except for JAVARY's right to seek injunctive relief as set forth below. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

If you do not want to arbitrate disputes with JAVARY and you are an individual, you may opt out of this arbitration agreement by sending an email to [legal@javary.co](mailto:legal@javary.co) within 30 days of the day you first access or use the Service.

If you intend to seek arbitration you must first send written notice to JAVARY's Administration Office of your intent to arbitrate (“Notice”). The Notice to JAVARY should be sent by any of the following means: (i) electronic mail to [legal@javary.co](mailto:legal@javary.co). The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you.

The arbitration will be conducted before a neutral single arbitrator in the County of Allegheny in the Commonwealth of São Paulo, whose decision will be final and binding, and the arbitral proceedings will be governed by A B R A M E - ASSOCIAÇÃO BRASILEIRA DE ÁRBITROS E MEDIADORES. The ABRAME's rules are available at [abrame.com.br](http://abrame.com.br). All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of these Terms and Conditions. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the ABRAME rules. We will reimburse all other ABRAME filing, administration and arbitrator fees paid by you, unless the arbitrator determines that the arbitration was frivolous or brought for an improper purpose, in which case the payment of all such fees shall be governed by the ABRAME rules. The arbitration will be conducted in the Portuguese language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim where the potential award is reasonably likely to be \$10,000 or less, either you or JAVARY may elect to have the dispute resolved through non-appearance-based arbitration.

To the fullest extent permitted by applicable law, YOU AND JAVARY EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, YOU AND JAVARY EACH WAIVE ANY RIGHT TO A JURY TRIAL. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and JAVARY agree that all claims arising out of or related to these Terms and Conditions must be resolved exclusively by a state or federal court located in the County of Allegheny in the Commonwealth of São Paulo, and you and JAVARY each agree to submit to the exercise



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of personal jurisdiction of such courts for the purpose of litigating all such claims. Notwithstanding the above, you agree that JAVARY shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

**21. Language**

This agreement was originally written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

**22. Miscellaneous**

These Terms and Conditions constitute the entire agreement between JAVARY and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by JAVARY or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. JAVARY may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of JAVARY and you, and JAVARY's and your respective successors and permitted assigns.