



# HOME SUBSCRIPTION AGREEMENT

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## 1. Introduction

This Home Subscription Agreement (the “Subscription Agreement”) contains the terms and conditions that apply to both paying and non-paying subscribers (“Subscriber” “you” or “your”) of the online mathematics tutoring service (the “Service”) made available through and as a part of the website located at [www.whizz.com](http://www.whizz.com) (the “Site”). Non-paying Subscribers will generally be parents or legal guardians of student users of the Service, courtesy of a school subscription to the Service, who have registered to receive reports concerning such student users. This Subscription Agreement is between you, as a Subscriber, and Whizz Education Inc., a Washington corporation (“Whizz Education”). Please read this Subscription Agreement carefully as it governs your use of the Site and the Service.

By checking the box in the ordering process indicating that you have read and agreed to this Subscription Agreement (the “Acceptance Box”), you agree to become a party to, and legally bound by, this Subscription Agreement, including the Terms of Website Access and Use and the Privacy Policy that are incorporated into this Subscription Agreement in accordance with Section 9, below. If you do not agree to all of the terms of this Subscription Agreement, do not check the Acceptance Box and do not complete the ordering process.

If you are a paying Subscriber, you are registering one or more minor student(s) of whom you are the parent or legal guardian (“Student(s)”) to use the Service. YOU MAY NOT REGISTER A MINOR FOR USE OF THE SERVICE UNLESS YOU ARE THAT MINOR’S PARENT OR LEGAL GUARDIAN. Pursuant to the Children’s Online Privacy Protection Act 1998, your consent is required for the collection, use or disclosure of personal information from a child under the age of 13 and we will not collect, use or disclose any such personal information if you do not provide your consent. As fully explained in our Privacy Policy, should you provide your consent, we will collect and use the name, date of birth, gender and school attended by your Student(s) and detailed information about their use of the Math-Whizz Service. By registering one or more Students to use the Service and checking the Acceptance Box in the ordering process, you are also thereby giving us your consent to collect and use all such information concerning those Student(s). You may, of course, revoke your consent at any time by contacting us in accordance with the Privacy Policy, albeit that you and your Student(s) would thereafter be unable to use the Service.

You further agree to ensure that the use of the Service (and the other portions of the Site) by the Student(s) is in accordance with this Subscription Agreement.

If you have any questions regarding this Subscription Agreement, please contact [support@whizz.com](mailto:support@whizz.com). This Subscription Agreement was last revised on April 20<sup>th</sup>, 2020.

## 2. Grant of License

Subject to all the terms and conditions of this Subscription Agreement, Whizz Education hereby grants to you a non-exclusive, non-transferable, non-sublicensable license to use the Service and to permit use of the Service by those Students that you have registered through the Service in accordance with this Subscription Agreement and for which you have purchased licenses. Whizz Education reserves any rights not expressly granted herein. You shall be solely responsible for hardware and interconnections and telecommunications to access the Service.



### 3. Ownership of Site and Service

As between the parties, Whizz Education retains title to and ownership of any and all proprietary rights with respect to the Site and the Service and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software or hardware, except to the extent of the license expressly granted herein. As between the parties, Whizz Education owns any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site or the Service. The license granted hereunder does not constitute a sale of the Site or the Service or any portion or copy of it or them. The Whizz Education name, logo, and the product names associated with the Site and the Service are trademarks of Whizz Education or third parties, and no right or license is granted to use them.

### 4. Restrictions

You may not, and may not permit others to: (a) copy the Site or the Service or any software or programming related thereto; (b) permit other individuals or companies to use the Service (except Students as to which you hold active licenses pursuant to Section 1); (c) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Site or the Service or any software or programming related thereto (except to the extent that this restriction is expressly violative of applicable law); (d) modify, incorporate into or with other software or create a derivative work of any part of the Site or the Service any software or programming related thereto; (e) rent, lease, use for timesharing, transfer, resell and/or otherwise transfer rights to the Service; or (f) access or use the Site or the Service in order to build a similar or competitive product or service.

You further agree not to use or permit use of the Site or the Service, including by uploading, emailing, posting, publishing or otherwise transmitting any material, in any manner that may: (a) menace or harass any person or cause damage or injury to any person or property; (b) involve the publication of any material that is obscene, defamatory, threatening, libelous, or otherwise unlawful or tortious; (c) violate privacy rights or promote hatred or harm; (d) introduce into the Site or the Service material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (e) constitute unsolicited bulk email, "junk mail," "spam" or chain letters; (f) interfere with or disrupt the integrity or performance of the Site or the Service or the data therein; (g) constitute an infringement of intellectual property or other proprietary rights of another individual or entity; or (h) otherwise violate applicable laws, ordinances or regulations.

Whizz Education reserves the right to terminate your license to the Service for a violation of your obligations under this section and/or remove or disable access to any material that violates the restrictions in this section.

### 5. Subscription Process

(a) As part of the process of becoming a Subscriber, a paying Subscriber will choose a user name (your email address) and password allowing you access to your account ("Subscriber ID"). You may register the number of Students for which you have purchased Student accounts. Each Student you have registered will be allocated a unique Student name



and will be able to choose a password (“Student ID”). Whizz Education does not permit any person other than the registered Student to share the Student ID registered for that Student or permit multiple Students or others to access the Service through a single Student ID. Please note that Whizz Education may cancel or suspend your and your registered Student(s)’ access to the Service immediately in the event of shared use of a Student ID without further obligation to you.

(b) Whizz Education recommends that Subscribers change passwords regularly. If you provide Whizz Education with an email address that will result in any messages Whizz Education may send you being sent to you via a network or device operated or owned by a third party (e.g. your employer or school) then you represent and warrant that you are entitled to receive those messages. You also agree that Whizz Education may refrain from sending messages to you without notifying you, even if you have subscribed to receive them, if we receive a request from a third party to stop sending messages to you.

## 6.Pricing and Payment for Service

(a) A paid subscription to the Service may be either monthly or annual, in either case with payment being made in advance. The price of individual annual and monthly subscriptions are the amounts per Student shown on the Subscription Options page of the Site. Discounts may apply for multiple Students.

(b) All prices are subject to reduction at Whizz Education’s discretion by referral or other discounts. Whizz Education reserves the right to vary the Service, including the timing of payments by Subscribers for all forms of subscription, and does not guarantee that the Service will remain a paid service or that free-of-charge services will remain free-of-charge. Should Whizz Education improve the Service, Whizz Education also reserves the right to charge additionally or separately for such improved services. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription.

(c) All charges shall be at the then-current prices and all payments shall be made in US Dollars. Upon entering this Subscription Agreement, you must pay by direct charge to a credit or debit card. You hereby authorize Whizz Education to charge your credit or debit card to pay for any charges that may apply to your account as they accrue on a monthly or yearly recurring basis, as applicable. You must notify Whizz Education of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Whizz Education from charging your account. Failure to make any payment as set forth herein shall be deemed to be a material breach of this Subscription Agreement and shall be sufficient cause for the immediate termination of this Subscription Agreement by Whizz Education. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys’ fees, court costs and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed, other than taxes based on Whizz Education’s net income.

(d) Whizz Education will endeavor to process your subscription promptly but does not guarantee that the Service will be available to you or your Student(s) by any specified time.

(e) Account creation is subject to the receipt of appropriate payment and the provision of a genuine email address at which you can receive emails. If the email address you supply is



false, inaccurate or inactive, Whizz Education may not activate your accounts and a delay may follow while the situation is rectified, for which Whizz Education accepts no responsibility.

(f) Your accounts will remain active from the point at which you receive an email confirmation from Whizz Education to the point at which your accounts expire or are cancelled in accordance with this Subscription Agreement.

(g) While your accounts are current, your registered Student(s) under those accounts will be granted access to the Service, without any limit on time spent using the Service. While reasonable efforts will be made to ensure that the Service is available at all times, other than during scheduled maintenance, there may be occasions when, due to unscheduled maintenance, technical difficulties affecting the Site or the Service, the internet in general, or other equipment, the Service is unavailable. Whizz Education makes no representation that the Site will be available at all times and accepts no liability for any temporary unavailability, for which no refunds will be made.

(h) Whizz Education will endeavor to inform any Subscriber who has paid an annual subscription of the subscription fee payable for subsequent years at least four weeks before the anniversary of the current subscription. Access to the Service will only remain continuous if the renewal subscription fee is paid prior to the anniversary date of the current subscription.

(i) When you first subscribe you are entitled to cancel your subscription within the first seven working days of making your subscription and receive a refund, as set forth in this section. You may cancel your Subscription during this period by following the instructions "How do I cancel my subscription?" available in the Parents FAQs at [www.whizz.com/en-US](http://www.whizz.com/en-US). In the event that you do cancel your subscription within the first seven working days, Whizz Education will refund in full any payment we have received from you for the subscription. Following the expiry of seven working days, you may cancel your future payment obligations for the Service at any time by again following the instructions "How do I cancel my subscription?" available in the Parents FAQs at [www.whizz.com/en-US](http://www.whizz.com/en-US) at least 24 hours before any new payment is due. In the event of such cancellation, Whizz Education will not refund you or credit your account with any amounts you have paid us in advance that relate to any remaining period of the subscription, including any amounts paid or due to be paid immediately prior to our receiving your notice of cancellation. Lastly, you may change a subscription from monthly in advance to one year in advance online by following the instructions on the dashboard for your account. If you change the payment basis for a subscription these terms and conditions will continue to apply to the subscription.

(j) If, in relation to the premium Service, Math-Whiz Tutoring Plus, all of the following conditions are satisfied, namely:

1. a period of at least one year has elapsed since you paid an annual subscription or, if you are initially a monthly subscriber, since you paid the first monthly subscription;
2. for an initial monthly subscriber, either 12 monthly payments have been made or a lesser number of monthly payments plus an annual subscription (if you decide to convert your monthly subscription to an annual subscription);
3. the usage report about your Student shows that he or she has spent at least 52 hours on Math-Whizz exercises in Tutor Mode within the one year period since the subscription began (equivalent to 60 minutes per week);
4. having completed the initial Math-Whizz assessment without assistance, your Student's average math age has not improved by one year or more from the average math age at his/her initial Math-Whizz assessment as recorded in your Student's text report; and
5. you contact us by email to request your money back within 15 days of the end of the one year period since the subscription began,



then we will refund the whole of the subscription fees you have paid with respect to that Student for the period of one year (pro rating any annual subscription paid in conversion of a monthly subscription within the one-year period so that the amount of it refunded corresponds to the number of months which have elapsed between payment of the annual subscription and the end of the one-year period).

### **7. Term and Termination**

This Subscription Agreement may be terminated by any party immediately for any reason or no reason. Upon any termination (including expiration) of this Subscription Agreement, you shall immediately discontinue use of the Service and the rights and licenses granted by Whizz Education hereunder will terminate. No accrued payment obligation will be affected by termination (including expiration) of this Subscription Agreement. Sections 2, 3 and 6 through 16 shall survive the termination (including expiration) of this Subscription Agreement. You will not be entitled to receive a refund of any amounts paid upon termination, except as otherwise expressly set forth in this Subscription Agreement.

### **8. Accuracy of Information**

You agree to provide true, accurate, current and complete information regarding yourself, your registered Students, and otherwise, and, during the term of this Subscription Agreement, to maintain and promptly update such information to keep it true, accurate, current and complete. Whizz Education is entitled to rely on any information you provide to us.

### **9. Modification, Discontinuation of Service**

Whizz Education may, in its sole discretion and at any time, modify or discontinue the Service, or any part thereof. For a modified Service, you may be requested to accept a modification or new Subscription Agreement when you login to your account. If you do not accept the amended Subscription Agreement, you will not have access to the Service.

### **10. Incorporation of Terms of Website Access and Use and Privacy Policy**

You agree to follow and be bound by all of the terms and conditions contained in the Terms of Website Access and Use and the Privacy Policy, each of which bind all users of the Site and are incorporated into and made a part of this Subscription Agreement by this reference. You may view the Terms of Website Access and Use by clicking here [www.whizz.com/en-us/terms-of-use/](http://www.whizz.com/en-us/terms-of-use/) and the Privacy Policy by clicking here <http://www.whizz.com/en-us/privacy/>



## 11. Your Responsibility

You are responsible for all activity occurring under your user accounts (by you, your registered Student(s), or others) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Site and the Service, including, without limitation, those related to data privacy, international communications and the transmission of technical or personal data. You agree, during the term of this Subscription Agreement, to notify Whizz Education immediately of any unauthorized use of the Service of which you become aware or any other known or suspected breach of security.

## 12. Indemnification

You agree to immediately notify Whizz Education of and indemnify and hold Whizz Education, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site or the Service, that of your registered Students, any unauthorized use of your account(s), the violation of this Subscription Agreement by you, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

## 13. Disclaimer of Warranties

Please review the Terms of Website Access and Use for important disclaimers of warranties by clicking here: <http://www.whizz.com/en-us/terms-of-use/>

## 14. Limitation of Liability

Please review the Terms of Website Access and Use for important limitations of Whizz Education's liability by clicking here: <http://www.whizz.com/en-us/terms-of-use/>

## 15. Notices

Unless otherwise provided herein, notices given by Whizz Education to you will be given by email or by conventional mail. Notices will be sent to the email address or mailing address you provide to Whizz Education as part of the registration process, or to updated addresses which you provide to Whizz Education via notice consistent with this paragraph. Notices given by you to Whizz Education must be given by email to [support@whizz.com](mailto:support@whizz.com) or such updated address and number as Whizz Education may provide you consistently with this notice provision, or by mail to P.O.Box 3060, Roanoke VA 24015-1060. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the email or physical mailing address last provided by you to Whizz Education shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.



## 16. Governing Law; Jurisdiction

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of laws provisions thereof. You irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington for any litigation, claim, controversy or dispute arising out of or relating to this Subscription Agreement and agree not to commence any litigation arising out of or relating to this Subscription Agreement except in such courts.

## 17. General

If any provision(s) of this Subscription Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Whizz Education's failure to exercise or enforce any right or provision of this Subscription Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Whizz Education in writing. The section titles in this Subscription Agreement are solely used for convenience and have no legal or contractual significance. This Subscription Agreement may be assigned in whole or in part by Whizz Education, except to any extent prohibited by law. Neither this Subscription Agreement nor any rights or obligations under this Subscription Agreement may be assigned in any manner by you without the express, prior written permission of Whizz Education, and any purported assignment in violation of this restriction will be void.