

Math Facts Pro Terms of Service

These terms of service apply to the Math Facts Pro website and all associated sites linked to Math Facts Pro (collectively, the "Site"). By using our products and services, you are agreeing to these terms. Math Facts Pro reserves the right to change, add, or remove portions of these terms of service at any time.

1. Description of Service

Math Facts Pro provides a service to teachers, parents, and students to help develop fluency of the basic math fact combinations through the use of educational games.

2. Accounts and Security

If you create an account with Math Facts Pro, you agree that you are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

3. Subscription and Billing

By clicking the PayPal "Buy Now" button, you agree that we are authorized to charge the current rate to the payment method that you provided to PayPal. The subscription is for 12 calendar months, and the fee does not renew automatically.

4. Privacy Policy

Math Facts Pro's [privacy policy](#) applies to the use of the Site. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, password information) is encrypted.

5. Property Rights

All text, graphics, user interfaces, photographs, trademarks, logos, videos, sounds, music, and computer code contained on the Site are owned or licensed to Math Facts Pro, and are protected by copyright, patent, and trademark laws, and various other intellectual property rights. No part of the Site may be copied, modified, transmitted, distributed, sold, or leased in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Math Facts Pro' express prior written consent.

Math Facts Pro grants you a personal, non-exclusive, and non-transferable license to use the software on the Site. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, sublicense, or otherwise transfer any right in the software.

6. Using our Services

Math Facts Pro will not be held responsible for cheating or false identification of users on the Site.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or to any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining", or any other illegitimate means.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or to any other systems or networks connected to the Site.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site, or any transaction being conducted on the Site, or with any other person's use of the Site.

7. Modifying and Terminating our Services

Math Facts Pro reserves the right to do any of the following, at any time, without notice: (a) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (b) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

You agree that Math Facts Pro may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Service or other agreements or guidelines which may be associated with your use of the Site.

8. Indemnity

You agree to indemnify and hold Math Facts Pro, its owners, officers, directors, successors in interest, employees, and agents harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Math Facts

Pro by any third party due to or arising out of or in connection with your use of the Site.

9. Disclaimer of Warranties

WHILE MATH FACTS PRO STRIVES TO PROVIDE THE BEST, SAFEST, MOST UNINTERRUPTED SERVICE THAT IT CAN, WE DO NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE, OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. MATH FACTS PRO CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. MATH FACTS PRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL MATH FACTS PRO BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF MATH FACTS PRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF SERVICE, MATH FACTS PRO IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, MATH FACTS PRO'S LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF OR ON THE SITE PAID WITHIN ONE YEAR PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST MATH FACTS PRO.

Any change to our policy will be posted on this page. This policy was last modified November 20, 2013. If there are any questions regarding these terms of service you may contact us via our [contact page](#).