

Scripty Terms of Use

1. Application

These terms of use (collectively, the “**Scripty Terms**”) set forth the terms and conditions which are applicable to the use of the

- Scripty app (compare Section 3 – “**Scripty**”), of the
- the website related to Scripty which is available under www.algemator.com/scripty or scripty.algemator.com and its subdomains (“**Scripty Website**”) and of
- all content provided through Scripty and/or the Scripty Website except for Third Party Websites and Content defined in Section 7 (“**Scripty Content**”),

regardless how Scripty, the Scripty Website and/or the Scripty Content is/are installed, accessed and/or used. Scripty, the Scripty Website and the Scripty Content are collectively referred to in these Scripty Terms as the “**Scripty Service**”.

2. Agreement, Term and Modifications of the Scripty Terms

Binding Agreement These Scripty Terms constitute a legally binding agreement between the individual or entity accessing or using the Scripty Service (“**Scripty User**”) and Algemator UG (haftungsbeschränkt) (“**Algemator UG**”) on the use by the Scripty User of the Scripty Service.

Term of the Scripty Terms When the Scripty Service or any part thereof is downloaded, installed, accessed or used the Scripty Terms begin to apply between the Scripty User and Algemator UG and remain in effect until the Scripty License expires (compare Section 5). Upon expiry of the Scripty License regardless of the reason for such expiry the Scripty Terms shall automatically expire simultaneously with the Scripty License.

Modifications to the Scripty Terms Algemator UG reserves the right to unilaterally modify the Scripty Terms at any time without any claims of the Scripty User resulting therefrom. Please check the Scripty Terms regularly for any modifications. The current version of the Scripty Terms can be found by clicking on the hypertext link located at the bottom of the Scripty Website. Modifications to the Scripty Terms are accepted by the Scripty User by continuing to use the Scripty Service or any part thereof following the publication of the changed, amended or modified Scripty Terms under the hypertext link located at the bottom of the Scripty Website.

No Cheating Scripty is a training tool for math homework and preparation for math tests and exams. It is not to be used for cheating in tests or exams. The Scripty User is solely responsible for complying with the regulations of the school, university or educational institution.

3. Scripty

Functions of Scripty Scripty provides various calculators which solve math tasks and display the solution of the math tasks entered by the Scripty User. As an alternative to entering math tasks using

the Scripty's handwriting pad Scripty offers a camera scanner for entering math tasks. An internet connection is required for using both the camera scanner and the handwriting pad.

Modifications to the Functions of Scripty Algemator UG reserves the right to unilaterally modify the functions of Scripty at any time which shall include the removal of functions without any claim of the Scripty User arising therefrom. Please check Scripty regularly for any modifications of its functions. The Scripty User has no claim for Scripty providing specific functions.

Showing of Advertisements Algemator UG is entitled to show its own or third party advertisements to the Scripty User. Algemator UG shall be entitled to unilaterally determine the scope and content of the advertisements as well as the frequency with which the advertisements are shown. The Scripty User neither has a claim for the showing of advertisements as such nor for the showing of advertisements with a particular scope, content or frequency. The Scripty User neither acquires any right in the advertisements shown nor in the content of such advertisements. Algemator UG is neither responsible for the advertisements shown to the Scripty User nor for the content of such advertisements. No claims shall incur to the Scripty User against Algemator UG either as a consequence of the showing of advertisements as such or as a consequence of the particular advertisements shown to the Algemator User.

4. Scripty License

License to Use the Scripty Service The Scripty User is granted the limited, non-exclusive, revocable and non-assignable license – without the right to sublicense – to

- download and install a copy of Scripty onto an authorized device which is controlled and owned by the Scripty User and to use such copy of Scripty at all times in full compliance with the Scripty Terms and to
- use the Scripty Service solely for non-commercial use ("**Scripty License**").

Prohibitions It is prohibited to

- a. copy, reproduce, modify or create derivative works of the Scripty Service or any part thereof;
- b. make the Scripty Service or any part thereof available to multiple users by means of file sharing or hosting services or by any other means, including without limitation by uploading the Scripty service to a file-sharing service or other type of hosting service or in any other way or by any other means as a result of which the Scripty Service or any part thereof can be used on multiple devices at the same time;
- c. sell, lease, sublease, rent, subrent, distribute, transfer, sublicense, lend, sub-lend or otherwise assign or grant any rights in the downloaded copy of the Scripty or in any other copy of the Scripty created in compliance with the Scripty terms to any third party; or
- d. exploit the Scripty Service or any part thereof in whatsoever unauthorized way, including without limitation, by trespassing or burdening network capacity;
- e. use the Scripty Service or any part thereof in a way which violates third party rights or legal positions;
- f. decompile, reverse engineer, disassemble, or attempt to derive the source code of any part of the Scripty Service, or permit, support or authorize a third party to do so, except to the extent such activities are expressly permitted by applicable law.

- g. not to comply with any technical restrictions in the Scripty Service that allow a use of the Scripty Service or of any part of the Scripty Service only in certain ways;
- h. scrape, build databases or otherwise create permanent copies of any Scripty Content, or collect any data incorporated in the Scripty Service in any automated manner such as through the use of crawlers, bots, spiders or any other automated means;

No Sale of the Scripty Service The Scripty Service, including in particular but without limitation the Scripty copy is licensed, not sold to the Scripty User.

Rights and Legal Positions regarding the Scripty Service Algemator UG respectively Algemator UG's licensors retain all right, title and interest in and to the Scripty Service and its parts, including all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (for purposes of these Scripty Terms "**Intellectual Property Rights**").

Ownership of Copies of Scripty Algemator UG retains ownership of all Scripty copies also once such copies have been installed on the device. Any data and materials that are generated as part of the performance of the Scripty Service will belong to Algemator UG.

5. Commencement and Term of the Scripty License

Commencement of the Scripty License The Scripty License is granted and enters into effect when the Scripty User downloads, installs, accesses or uses the Scripty Service or any part thereof.

Term of the Scripty License The Scripty License remains in effect until terminated by either the Scripty User or Algemator UG. The Scripty User may terminate the Scripty License at any time by irretrievably deinstalling all copies of Scripty in the Scripty User's possession or control.

Without prejudice to any other provisions of these Scripty Terms, the Scripty License will terminate and expire automatically without any termination notice having to be issued by Algemator UG if the Scripty User in any way breaches any provision of the Scripty License and/or of the Scripty Terms and continues or repeats such breach despite a warning issued by Algemator UG.

Cease of Use If the Scripty License is terminated or otherwise expires for any reason, the Scripty User must cease to use the Scripty Service completely. All Scripty copies in the Scripty User's possession or control have to be irretrievably deinstalled promptly.

6. Use of the Scripty Service

Conditions for the Use of the Scripty Service The use of the Scripty Service is subject to the following conditions.

- a. The use by the Scripty User of the Scripty Service must at all times be in full compliance with
 - o the Scripty Terms and with
 - o all applicable laws and regulations.

The Scripty Service may not be used in countries, in which the Scripty Service or any part of the Scripty Service as such or the use of the Scripty Service or any part of the Scripty Service violate laws and regulations applicable in such country.

- b. The entering of files or data for processing by Scripty which
- contain viruses, worms, Trojan horses, cancelbots, time bombs, files corrupted data or the entering of files or data that contain similar computer programs or software that may damage Scripty, the Scripty Service or any part thereof or another person's computer or property or its operation;
 - are defamatory, offensive, obscene, harassing, indecent, abusive, profane, threatening, sexually oriented, pornographic, racially offensive, illegal, or inaccurate;
 - infringe applicable law or which
 - violate the any rights or legal positions of any third party
- is prohibited.
- c. Any activities or measures which are capable of interfering with or disrupting the Scripty Service or any part thereof or which are capable of interrupting the availability of the Scripty Service or of any part of the Scripty Service are prohibited.
- d. Technical Restrictions contained or embedded in the Scripty Service or in any part of the Scripty Service which secure a use of the Scripty Service or any part thereof only in a certain way have to be complied with and may not be circumvented in any way.

Cost of the Use of the Scripty Service Any cost associated or connected with the Scripty User's access to the Scripty Service or any part of the Scripty Service or with the Scripty User's use of the Scripty Service or of any part of the Scripty Service (e.g. as a consequence of the use by the Scripty User of communication services such as internet access- and mobile communication service providers or of other services) shall be borne by the Scripty User only.

7. Third Party Websites and Content

To the extent the Scripty Service provides links to websites and content owned, provided and/or operated by third parties ("**Third Party Websites and Content**") such links are provided for information purposes only. Algemator UG does not have any control over Third Party Websites and Content and therefor declines any responsibility and liability for any such Third Party Websites and Content unless Algemator UG has acted intentionally in connection with the provision of the links to the Third Party Websites and Content. By including links to Third Party Websites and Content in the Scripty Service Algemator UG does not in any way endorse, advertise, promote or otherwise support the Third Party Websites and Content. Neither as a consequence of the provision of the links as such nor as a consequence of the provision of the possibility to access the Third Party Websites and Content using the links shall the Scripty User be entitled to any claims against Algemator UG. This does not apply if and to the extent Algemator UG has acted intentionally shown such advertisements.

8. Scripty Content

Scripty Content (compare Section 1) may in any way whatsoever only be used by the Scripty User as part of the permitted use of the Scripty Service.

9. Maintenance and Support

Algemator UG is under no obligation to

- maintain or support the Scripty Service or any part thereof;
- provide any or specific Scripty Content or to
- provide updates, upgrades or enhancements of the Scripty Services or of any part thereof.

Algemator UG can decide in its own discretion if and when to

- issue updates, upgrades or enhancements to the Scripty Service or to any part thereof and/or if and when to
- automatically update, upgrade or enhance the version of the Scripty Service or of any part thereof that the Scripty User is using.

The Scripty Terms shall apply to all such updates, upgrades and enhancements of the Scripty Service or to any part thereof unless an update, upgrade or enhancement is accompanied by a separate license. In such case the terms of that license will govern the respective update, upgrade or enhancement instead of these Scripty Terms.

10. Access Restrictions and Suspension, Discontinuation of the Scripty Service

Access Restrictions and Suspensions Affecting the Scripty Service Algemator UG may repeatedly, partially or completely, at any time and to any extent in its sole discretion unilaterally restrict or suspend access to the Scripty Service or to parts of the Scripty Service temporarily or indefinitely. The Scripty User has to be informed about the restriction or suspension; such information may be given as a general notice in the Scripty Service or any part of the Scripty Service (e.g. on the Scripty Website).

Discontinuation or Removal of the Scripty Service Algemator UG may unilaterally at any time and in its sole discretion discontinue to offer the Scripty Service or any part thereof or to remove Scripty from the Apple App Store or the Google Play Store. The Scripty User has to be informed about such discontinuation or removal; such information may be given as a general notice in the Scripty Service or any part of the Scripty Service (e.g. on the Scripty Website).

11. Responsibility for Entries; Ratings, Questions and Comments

Your Responsibility for Entries The Scripty User is solely responsible for any math tasks, math problems, data, pictures, photographs or videos of math tasks, text and for any other input the Scripty User enters or has entered, including by automatic means, in Scripty for processing (“**Entries**”). The Scripty User must comply with all laws and regulations applicable to the Entries. Entries may not violate third party's rights (including in particular but without limitation, intellectual property rights such as copyrights, rights of privacy and publicity).

License Granted Regarding Entries The Scripty User hereby grants Algemator UG an irrevocable, non-exclusive, worldwide, transferable, royalty-free, sublicensable license to use the Entries for purposes of providing the Scripty Service. Such license is granted for the duration of the Scripty License identified in Section 5 above.

Declarations of the Scripty User Regarding Entries The Scripty User declares that the Scripty User owns the Entries or has the required rights and authorizations to use the Entries for calculation by Scripty. Furthermore the Scripty User declares that the license granted to Algemator UG pursuant to this Section 11, "License Granted Regarding Entries" and the exercise by Algemator UG of the rights granted to Algemator UG by such license do not and will not infringe, violate or misappropriate any right or legal position of any third party.

Ratings, Questions and Comments etc. Any comments, suggestion, idea, feedback, rating and question regarding the Scripty Service or any part thereof ("**User Input**") may be used Algemator UG for purposes of assessing the Scripty Service in particular but without limitation in relation to improvements to user friendliness or other quality improvements and shall insofar not enjoy confidentiality. Algemator UG shall be entitled to the unlimited use of the User Input as well as of any answer, comment or other reaction thereto in connection with the Scripty Service. The Scripty User shall not be entitled to any acknowledgement, fee, remuneration or compensation for the User Input, the rights granted to Algemator UG in relation to the User Input or for the exercise of such rights by Algemator UG.

12. Privacy

You may access our privacy policy on our website www.algemator.com/scripty or www.scripty.algemator.com.

13. REPRESENTATIONS AND WARRANTIES

ABSENCE OF DEFECTS AND MISTAKES ALGEMATOR UG DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF DEFECTS OR MISTAKES OF THE SCRIPTY SERVICE, INCLUDING IN PARTICULAR OF SCRIPTY.

USE AT YOUR OWN RISK THE SCRIPTY USER USES THE SCRIPTY SERVICE AT THE SCRIPTY USER'S OWN RISK.

ASSURED QUALITIES AND GARANTEES ANY DECLARATION BY ALGEMATOR UG MAY ONLY BE INTERPRETED AS EITHER AN ASSURANCE OF QUALITIES OF THE SCRIPTY SERVICE OR OF ANY PART THEREOF OR AS A GUARANTEE REGARDING THE SCRIPTY SERVICE OR REGARDING ANY PART THEREOF IF (I) SUCH DECLARATION IS ISSUED BY ALGEMATOR UG AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ALGEMATOR UG AND IF (II) SUCH DECLARATION IS EXPRESSLY DESIGNATED AS AN ASSURANCE OF QUALITIES OR AS A GUARANTEE.

EXCLUSION OF IMPLIED REPRESENTATIONS AND WARRANTIES TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ALL IMPLIED WARRANTIES ARE EXCLUDED.

14. LIABILITY OF ALGEMATOR UG FOR THE SCRIPTY SERVICE

ALGEMATOR UG'S LIABILITY TO THE SCRIPTY USER IN CONNECTION WITH THE USE BY THE SCRIPTY USER OF THE SCRIPTY SERVICE SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

ALGEMATOR UG'S LIABILITY FOR DEFECTS AND MISTAKES OF THE SCRIPTY SERVICE ALGEMATOR UG SHALL ONLY BE LIABLE TO THE SCRIPTY USER FOR AND IN CONNECTION WITH ANY DEFECTS AND MISTAKES OF THE SCRIPTY SERVICE OR OF ANY PART THEREOF TO THE EXTENT SUCH DEFECTS AND MISTAKES HAVE BEEN FRAUDULENTLY CONCEALED BY ALGEMATOR UG.

ALGEMATOR UG'S REMAINING LIABILITY UNLESS ALGEMATOR UG'S LIABILITY FOR AND IN CONNECTION WITH DEFECTS AND MISTAKES IS CONCERNED ALGEMATOR UG'S LIABILITY TO THE SCRIPTY USER IN CONNECTION WITH THE USE BY THE SCRIPTY USER OF THE SCRIPTY SERVICE SHALL BE LIMITED TO GROSS NEGLIGENCE AND INTENT.

LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES THE PROVISIONS OF THIS SECTION 14 SHALL APPLY TO THE LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES AS WELL.

15. Obligations in Connection with Electronic Commerce

The provisions of Section 312 lit. i, paragraph 1, cif. 1, 2 and 3 and of Section 312 lit. I, paragraph 1, sentence 2 of the German Civil Code provide for certain obligations of the provider. Such obligations shall not apply to Algemator UG under the Scripty Terms.

16. Miscellaneous

Entire Agreement The Scripty Terms and Algemator UG's Privacy Policy contain the entire understanding between the Scripty User and Algemator UG on the use by the Scripty User of the Scripty Service.

Assignment Algemator UG may assign or delegate the Scripty Terms in whole or in part, to any third party at any time without any consent or approval of the Scripty User being required therefor. The Scripty User may not assign or delegate any rights or obligations under the Scripty Terms to any third party without Algemator UG's prior written consent. Any unconsented assignment and delegation by the Scripty User of the Scripty Terms shall be legally ineffective.

No Waiver Any failure by Algemator UG to exercise any right or legal position under the Scripty Terms shall not constitute or be deemed a waiver or forfeiture of such right or legal position. Nor shall such failure constitute or be deemed a waiver or forfeiture of such rights or legal positions in the future.

Severability Should any provision of these Scripty Terms be held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Scripty Terms shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a provision which achieves the aims pursued by the parties with the invalid or unenforceable provision of the Scripty Terms as closely as possible. The same shall apply to gaps in the Scripty Terms.

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