TERMS OF USE AND PRIVACY POLICY

INTRODUCTION

If you use the www.mathXplain.com website, you are required to accept and comply with the website's Terms of Use. These Terms of Use pertain to each and every visit of yours, even if you have not registered on the website, and even if you have clicked on it only once in your life.

Therefore, if you are a user of the www.mathXplain.com website, it is of utmost importance that you make yourself familiar with and accept the Terms that we are summarizing here for you. We are proud of the fact that we can explain math in a super understandable way, so we decided to present the details of our contractual agreement in a similarly exciting and readable style. We can assure you that reading all this takes only a modicum of time, the benefits, however, amount to several metric tons.

Shall we start? The operator of the website is **Mathsplain Ltd** | **77 High Street, Littlehampton, England, BN17 5AG** | Company number **09073489**|.
If you use the website, even if you have not registered on the website, and even if you have clicked on it only once in your life, you are a user.

Let's see what it means to be a user of the mathXplain.com website. If any time during reading this you feel you cannot accept or comply with these Terms, please close this window of your browser and never ever click on the mathXplain.com website.
However, if you feel that these Terms are acceptable to you – we tried our best to make them such – then we are very happy to welcome you to mathXplain.com and wish you a jolly good time for reading the Terms of Use. :)

SAME IN LEGALESE

THIS AGREEMENT BINDS YOU OR THE COMPANY YOU REPRESENT ("YOU," OR "YOUR") TO THE TERMS AND CONDITIONS SET FORTH HEREIN IN CONNECTION WITH YOUR USE OF MATHSPLAIN Ltd.'S ("OUR", "WE", "COMPANY" OR "MATHSPLAIN") WEBSITE, SOFTWARE, SERVICES OR OTHER OFFERINGS ON OUR SITE (COLLECTIVELY, OUR "CONTENTS"). BY USING ANY OF THE COMPANY CONTENTS OR CLICKING ON THE "SIGNUP" BUTTON, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND

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USING THE WEBSITE, COPYRIGHT

1. REGISTRATION

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You are solely responsible for maintaining the confidentiality of Your account, email adress, password, and username (collectively, Your "Account") and for all activities associated with or occurring under Your Account. You represent and warrant that Your Account information will be accurate at all times. You must notify us (a) immediately of any unauthorized use of Your Account and any other breach of security, and (b) ensure that You exit from Your Account at the end of each use of the Products. We cannot and will not be responsible for any loss or damage arising from Your failure to comply with the foregoing requirements or as a result of use of Your Account, either with or without Your knowledge, prior to Your notifying us of unauthorized access to Your Account. **You may not transfer Your Account to any other person and You may not use anyone else's Account at any time.** You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with Your access to and use of the Products, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

We recognize the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. This Site is not intended for children under the age of 16 and we endeavor not to collect any personally identifiable information from children under the age of 16. The COMPANY targets its Services and this Site to adults and not to children under 16.

The Site and Services, may provide links to third party web sites or resources not associated with us and over which we do not have control ("External Web Sites"). Such links do not constitute an endorsement by COMPANY of the External Web Sites, the content displayed therein, or the persons or entities associated therewith. You acknowledge that COMPANY is only providing these links as a convenience, and cannot be responsible for the content of such External Web Sites.

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e) It is prohibited to delete the copyright or other proprietary rights notices on the Website or on any CONTENT.

f) It is prohibited to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures).

g) It is prohibited to use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

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i) It is prohibited to remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, CONTENT, or Account, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, CONTENT, or Account.

j) It is prohibited to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

k) It is prohibited to modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by Mathsplain Ltd. herein or to the extent the foregoing restriction is expressly prohibited by applicable law.

l) It is prohibited to intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

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7. NO WARRANTIES

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8. LIMITATION OF LIABILITY AND DAMAGES

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INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. INDEMNIFICATION

You hereby indemnify, defend and hold harmless the Company, and its affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of Your breach of any representation or warranty hereunder. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to fully cooperate with such defense and in asserting any available defenses.

PRIVACY POLICY

1. WHO HAS ACCESS TO WHICH OF MY DATA DURING THE USE OF THE WEBSITE?

Let's see what kind of data you provide to us while using the website and what happens to them; who has access to them for what purpose and for how long.

If you want to review right away the exact data you provide us while using the website and those who have access to the data, then click here to skip over the detailed explanation. But if you want to know the exact reason why we ask these data from you and how we collect them, please keep reading.

Scope, legal basis and period of data processed by the Service Provider:

The User's IP address
PURPOSE OF PROCESSING: The protection of the IT system and the security of the website.
LEGAL BASIS OF PROCESSING: It is necessary for the enforcement of the Service Provider's legitimate rights.
PERIOD OF PROCESSING: Within 15 days of the last visit of the User.

At the start of your use of the website, you initiate a request toward us from your computer or mobile device. It is like sending a letter for which you would like to get a page of the website as a reply. Just like sending a reply to that letter requires that you have provided your return address, this electronic request also includes an address. This address is your internet identification address: your IP address. Our server sends the requested page to this IP address. Each page viewed corresponds to one such letter-exchange.
To ensure smooth exchange, our server stores your IP address in so called log files.

Identifying and storing the IP address is necessary for the protection of our IT systems and the secure operation of the website. Similar to using security cameras to monitor and record the activities in banks and stores, we log the operation of the website as one form of protection against malicious activity. In this log, we keep a list of the IP addresses that are sending requests to our servers. If we detect an activity that interferes with the secure operation of the website, we place the originating IP address on the block list. This helps the aversion and legal settlement of malicious activity incidents. If nothing abnormal happened, then just like when they erase the recordings of security cameras, we delete the log files along with the IP addresses. We do not use the stored IP addresses for anything else than this purpose, and automatically delete them after 15 days. We keep the IP address only if some prohibited activity originated from that specific IP address. In addition to those mentioned before, prohibited activities include any activity that violates local, state, national or international legal regulations.

The User's email address
PURPOSE OF PROCESSING: The identification of the User at the time of utilizing the contracted services of the website.
LEGAL BASIS OF PROCESSING: It is necessary for fulfilling the terms of the contract.
PERIOD OF PROCESSING: Until the term of limitation following termination of contract.

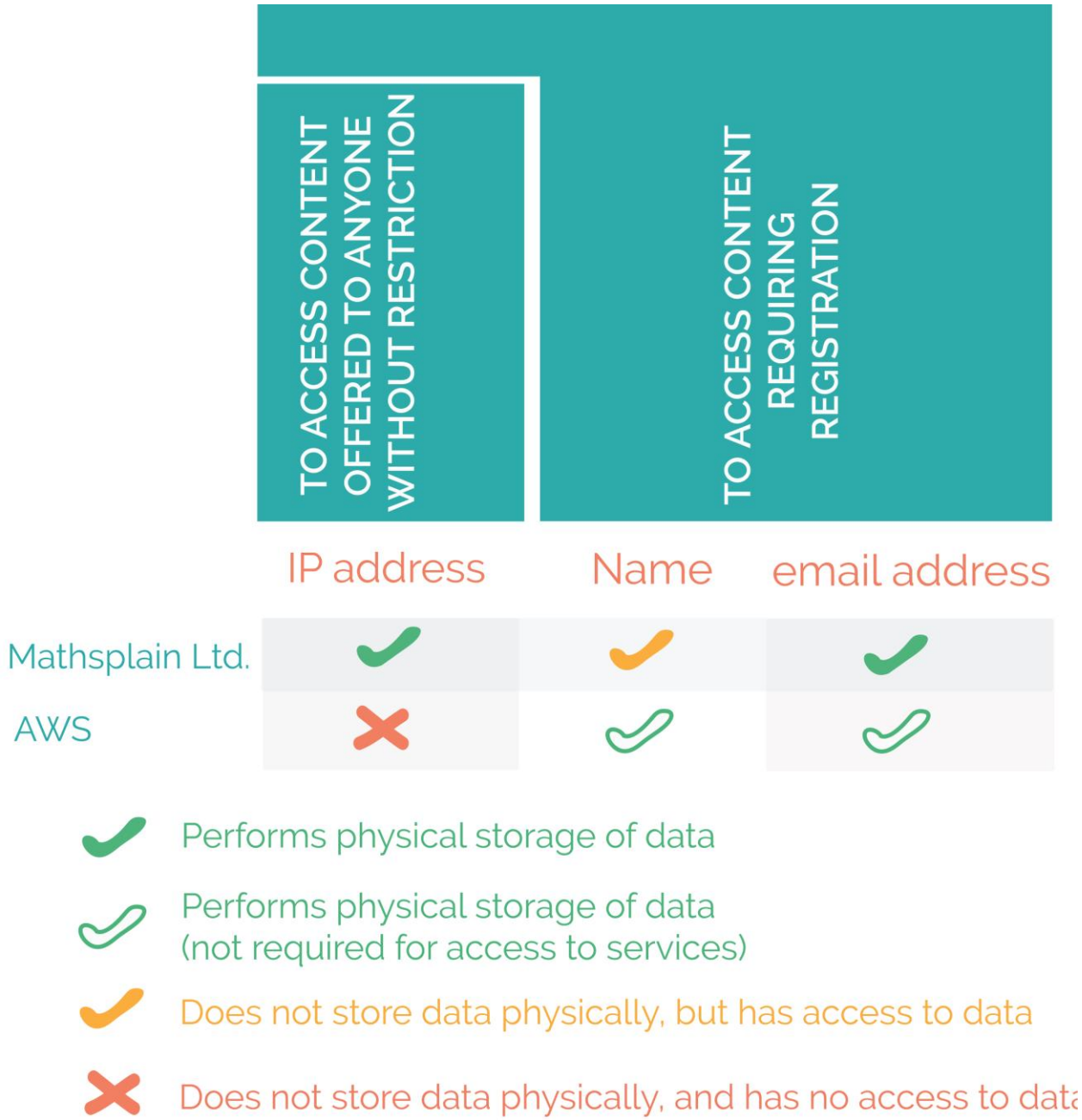
When using the website, access to content – other than those offered to anyone without restriction – requires registration, which means entering into a special contract with us. No need to worry, it does not cost money. This contract is a so called "contract between remote parties". Entering into this contract, that is, completing the registration process, creates your user account. To ensure that only you can access the content of your account, it is necessary for us to be able to identify you clearly during your visit to the site. This identification requires some personal data. Let's see what. We are proud of the fact that we require the least possible amount of data from you during registration – only your email address. Nothing else.

We can use the email address you provide during registration only for identification and sending system messages, not for any other purpose. When during registration you click the "Create new account" button, you declare your informed consent that by providing and using your email address registration will be complete. The GDPR does not allow us to process your personal data if you are less than 16 years old. In other words, if you are not yet 16, you will have to wait a bit to be able to register on our website. But you can ask your parents any time to register with their own email address and they can let you use their account created by them.

If you would like to be the first to know about our various discounts and developments, and you also consent to receiving e-DM form us, then – on average – once or twice a month you will get an email from us, full of useful information. Of course you can unsubscribe from this any time by using the Unsubscribe button in the footer of the newsletter, or by using the My profile menu.

The User's name
PURPOSE OF PROCESSING: Compliance with legal requirements of advertising regulations and GDPR.
LEGAL BASIS OF PROCESSING: It is necessary for fulfilling the legal obligations of the Service Provider.
PERIOD OF PROCESSING: For the required record retention period prescribed by the relevant regulations.

If you consent to receiving e-DM letters from us, then for compliance with legal requirements, you will have to provide us with your name. It is because we must be able to prove that you have given your informed and clear consent in your own name that you indeed want us to send you e-DM letters. And now let's see what other data we process.



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Service Provider commits to the confidential processing of Users' personal information.
Service Provider is considered data controller regarding the following data:

1) The User's IP address
PURPOSE OF PROCESSING: The protection of the IT system and the security of the website.
LEGAL BASIS OF PROCESSING: It is necessary for the enforcement of the Service Provider's legitimate rights.
PERIOD OF PROCESSING: Within 15 days of the last visit of the User.

2) The User's email address
PURPOSE OF PROCESSING: The identification of the User at the time of utilizing the contracted services of the website.
LEGAL BASIS OF PROCESSING: It is necessary for fulfilling the terms of the contract.
PERIOD OF PROCESSING: As long as the contract is in force.

3) The User's name
PURPOSE OF PROCESSING: Compliance with legal requirements of advertising regulations and GDPR.
LEGAL BASIS OF PROCESSING: It is necessary for fulfilling the legal obligations of the Service Provider.
PERIOD OF PROCESSING: For the required record retention period prescribed by the relevant regulations.

Physical storage of data by the Service Provider occurs only in the case of IP address and email address. Educational data is stored when the User decides to share those with the Service Provider.

IP addresses are deleted by the Service Provider within 15 days of the last login.

By completing registration, the User and the Service Provider enter into a contract between remote parties. For the fulfillment of the contract it is necessary to identify the User at the time of utilizing the contracted services of the website. This identification is performed by the User's email address that is provided by the User during registration. Service Provider may use this email address only for the purposes of identification. An exception to this is when during registration the User specifically agrees to receive e-DM and newsletters as well. In that case, until consent (which is given by providing the User's name and email address) is withdrawn, the User may receive emails from Service Provider containing advertisements.

If the user explicitly agrees to receiving e-DM from Service Provider, then Service Provider will share the User's email address as well as the name included in the consent statement with a third party for the technical implementation of sending those emails. The third party providing the e-mail distribution services is AWS. You can find more information about their data processing policies here: https://aws.amazon.com/compliance/data-privacy-faq/

Aside from the cases described above, Service Provider will provide third-party access to User's personal data only based on regulatory requirements or when obligated by the authorities.

2. WHO IS RESPONSIBLE FOR PROCESSING AND STORING MY DATA?

The controller of your personal data while utilizing the services of mathXplain.com is **Mathsplain Ltd. | 77 High Street, Littlehampton, England, BN17 5AG |** Company number **09073489|**
You can contact them here.

Some of the processed data you provide us during use of the website are stored on the servers of the controller, while others are stored by third parties.

Your IP address and email address are stored on the servers of Macroweb. You can change your email address any time in your account, or delete your entire account and all of your data we store along with it. In this case your course subscriptions will be lost.

If you have any questions or complaints regarding the processing of your data, please do not hesitate to contact us here.

If you feel we did not process your data in a satisfactory manner, then you can contact NAIH, the official authority in Hungary, here: https://naih.hu

3. SENDING E-DM

e-DM? What is that? E-DM refers to a newsletter that includes advertisements. In these advertisements you can usually read about our courses and various discount promotions. If you check the checkbox to subscribe to this e-DM, then you will periodically receive emails from us where we provide you with information about products and services on the mateking.hu website and offers by our partner companies. You can read about promotional sales, availability of new courses and other useful information in these emails. On average, we send 1-2 such emails per month, but never more than two in a 30 calendar day period.

When you check the e-DM subscription checkbox, you declare that based on actual and adequate information you explicitly agree that we send you e-DM and that we process your personal data that is necessary for this. We are proud that we use only one piece of your personal data for all of this: your email address – and due to regulatory requirements one more, your name.

During subscription we store your email address and your name on the list of e-DM subscribers. Due to the technical implementation of the e-DM distribution, we store this list on the servers of AWS (Amazon Web Services, Inc.). You can read more about it in the next section.

If you do not want to receive any more e-DM from us, all you have to do is unsubscribe using the footer of an e-DM or your Profile. Upon receiving your request to unsubscribe, we delete your email address from the subscription list.

4. HOW IS MY DATA SHARED WITH THIRD PARTIES AND WHO ARE THEY EXACTLY?

We share your personal data with third parties only in one case, and the exact nature of those third parties depends on which case it is.

SUBSCRIPTION TO e-DM: In this case we store your email address along with your name in a separate database as well. Why? We need to store your email address due to the technical implementation of the e-DM distribution. We need to store your name due to compliance with legal requirements. Who is the third party? It is AWS (Amazon Web Services, Inc.), who performs the email distribution. AWS is not authorized to utilize the data stored by them for any secondary use other than the intended purpose.

Beyond these cases, we may provide your personal data to a third party only in when obligated by the authorities.

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User acknowledges that if User subscribes to the e-DM list, then Service Provider will transfer User's name and email address to AWS (Amazon Web Services, Inc.), the third party who performs the distribution of e-DM letters. The third party is not authorized to utilize the data stored by them for any secondary use other than the intended purpose.

5. USE OF COOKIES AND COLLECTION OF DATA

We want to provide you with the best user experience during your visits to the website. We want all pages and content to load lightening fast, your customized settings stay exactly as you left them, and display content that is relevant to your needs. These are possible by using so called cookies. But, what the heck are cookies?

We will tell you now. In order to decide whether you consent to the use of cookies, you should know exactly what these cookies are and why they are necessary. Or why they are not necessary. Now, as if we were in a bakery, let's look around and see what kind of cookies are there.

Technical cookies: These are small data packets on your computer that facilitate the operation of the website. They are necessary to ensure that we provide you with a fast, modern and user-friendly website. Without these the website would work a lot slower or it wouldn't work at all.

Functional cookies: Functional cookies help us to remember little things like in what state you left the website, so that when you come back later, you could find everything exactly the way you left them, exactly where you left them.

Analytic cookies: These are used to learn about various visitor behaviors. These help the web developers to see what works well and what doesn't, and based on that, develop the website to better suit your needs. They are also useful for figuring out why one advertisement or piece of communication is effective and why another one isn't. It shows the time spent on each page, or how you arrived to that specific page. Knowing these things helps improving the structure and operation of the website. In other words, these help developing the website in a direction that is better suited for the visitors' behavior and more convenient to use. They help understanding what type of devices, what geographic locations are used to access the website; the intensity of use for specific parts of the day; what kind of trends are developing in terms of visits and returns, and from what pages the visits are coming from.

It is good to know that there is a difference between session cookies and permanent cookies. A session cookie is only valid for one session; it is only alive until you close your browser. Permanent cookies live longer; they do not get deleted automatically upon closing the browser. But, why are they staying, why is it good for us? Well, such permanent cookies are those that facilitate faster operation of the site, and remember things that you set for yourself on the site.

What if you don't want such cookies? We can talk about that, too. You could delete all cookies from your computer and prevent new cookies from being stored there. However, this may cause some websites to not work, but at least you could be sure that there are no more cookies around. But seriously, there is a great website: https://en.wikipedia.org/wiki/HTTP_cookie where you can spend a lot of time gathering information on the various types of cookies. In addition to that, you can use the Help section of your browser to find out how you can control the operation of cookies, how to delete them or how to block the appearance of new cookies. If you would like to know how to delete cookies, or how to prevent new cookies from being stored on your computer, check out our summary here.

6. CONTACT FORM

If you would like to contact us, please use the Contact Form. In order for us to be able to reply to your inquiry, you need to provide your contact info so that we could get back to you. We don't ask for any personal data except one – your email address. You can request the deletion of your email address and our correspondence at any time.

TERMINATION

Company reserves the right to revise these Terms in its sole discretion at any time by posting the changes on the Site. Changes become effective thirty (30) days after posting. Your continued use of Products after change become effective shall mean that You accept those changes. You should visit the Site regularly to ensure You are aware of the latest version of the Terms.

25. may 2018