

API Terms of Use — Anonymous, Free and Pro Tiers

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Plain language summary: These Terms govern access to the Algebrakit API. There are three developer tiers. **Anonymous** requires no account and uses a public key, with severe rate limits and Algebrakit-published exercise content only. **Free** uses a private key issued on registration, with less restrictive limits and limited content storage. **Pro** is paid, has no fixed rate limits subject to a fair use policy, adds full content authoring and team access, and includes email support.

Handwriting recognition consumes Algebrakit server capacity at every tier, including anonymous, and is covered in Section 9 — including exactly what happens to handwriting stroke data.

Corporate and institutional customers are governed by a separate subscription agreement and service level agreement, not by these Terms.

This summary is for convenience only. The binding terms are set out below.

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Je bedoelt te misschien te zeggen dat handschriftherkenning in de free editor ook binnen scope van deze agreement valt?

BY INSTALLING, ACCESSING, OR USING THE ALGEBRAKIT API UNDER THE ANONYMOUS, FREE OR PRO TIER — INCLUDING BY USING THE HANDWRITING RECOGNITION FEATURE OF THE ALGEBRAKIT FORMULA EDITOR — YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE API.

1. Parties

These API Terms of Use ("Terms") constitute a legally binding agreement between Algebrakit B.V., a limited liability company incorporated under the laws of the Netherlands, with its registered office at Torenallee 20, 5617 BC Eindhoven, the Netherlands, registered with the Dutch trade register under number 61729396 ("Algebrakit", "we", "us"), and You, the individual or entity accessing or using the API ("You", "User").

2. Scope and Related Documents

2.1 The three documents

These Terms are one of three documents that together govern developer use of Algebrakit technology:

- the Algebrakit Formula Editor — Free Use Licence — the Algebrakit Formula Editor web component, used standalone;
- the Algebrakit SDK Licence and Notices — the open-source client libraries published by Algebrakit for calling the API;
- these Terms — access to and use of the Algebrakit API, including the Handwriting Recognition service, under the Anonymous, Free and Pro tiers.

2.2 The Formula Editor

Standalone use of the Formula Editor for keyboard entry of mathematical expressions is governed by the Algebrakit Formula Editor — Free Use Licence and requires no account and no API key. These Terms apply to the Formula Editor only in respect of:

- use of the Handwriting Recognition feature, which calls the API (Section 9); and
- use of the Formula Editor where it is embedded within a Web Component made available as part of the Services under these Terms.

In the event of conflict between the Formula Editor — Free Use Licence and these Terms in respect of the API or the Handwriting Recognition service, these Terms prevail.

2.3 The SDKs

The SDKs are licensed as open source under the MIT Licence and are not part of the API. Use of the API made through an SDK is governed by these Terms in the same way as use made by any other means. The MIT Licence grants no right to use the API.

2.4 Corporate and institutional customers

These Terms do not apply to corporate or institutional customers that have entered into an Algebrakit Software as a Service Subscription Agreement. Where such an agreement is in force, that agreement and its Service Level Agreement govern that customer's use of the API and prevail over these Terms in the event of conflict.

Users requiring contractually guaranteed uptime, service credits, deployment on the long-term support (LTS) environment, a data processing agreement, a dedicated account manager, custom terms, or on-site support should contact Algebrakit at sales@algebrakit.nl regarding a Corporate subscription. None of these is available at any developer tier.

2.5 Order of precedence

The Documentation and the pricing page at algebrakit.com/pricing are incorporated into these Terms by reference for the purpose of establishing tier thresholds, Rate Limits, functional scope, and Subscription Fees. In the event of conflict, the main body of these Terms prevails over the Documentation and the pricing page.

3. Definitions

Term	Meaning
API	The Algebrakit application programming interface, comprising the endpoints and server-side functionality made available by Algebrakit, including the Evaluation Engine, the Content Management System, and the Handwriting Recognition service. The API does not include the SDKs, which are licensed separately as open source.
API Key	A unique credential, public or private, that identifies the tier and authorises access to the API.
Anonymous Tier	Access to the API using a publicly available API key, requiring no account registration, subject to Rate Limits and to the functional scope published for that tier.

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Misschien zeggen dat Anonymous voor evaluation purposes is. Zonder je eigen content kun je er verder ook niet veel mee.

Term	Meaning
Content	Exercises, sessions, configurations, and other data created or stored by a User through the API.
Documentation	The technical documentation, integration guides, and usage instructions published at docs.algebrakit.com or such other address notified by Algebrakit from time to time.
Fair Use Policy	The policy set out in Section 13, governing acceptable levels of API usage on the Pro Tier.
Formula Editor	The Algebrakit Formula Editor web component, licensed separately under the Algebrakit Formula Editor — Free Use Licence.
Free Tier	Access to the API using a private API key issued to a registered account, subject to the Rate Limits and functional scope published for that tier.
Handwriting Recognition	The Algebrakit service that receives Stroke Data and returns a recognised mathematical expression.
Pro Tier	Paid access to the API using a private API key issued to a registered account, without fixed Rate Limits but subject to the Fair Use Policy, and sharable within a team.
Rate Limits	The request-volume thresholds applicable to the relevant tier, as published in the Documentation.
SDKs	The client libraries published by Algebrakit for calling the API, licensed under the MIT Licence.
Services	All functionality made available through the API, including the Evaluation Engine, the Web Components, the Content Management System, the Handwriting Recognition service, and related developer features.
Session Data	Data generated by the Services in connection with an exercise session, including responses and scoring results. Session Data does not include personally identifiable information of end users.
Stroke Data	The coordinate data describing handwritten input submitted to the Handwriting Recognition service.
Subscription Fee	The recurring fee payable by a Pro Tier User as published on the Algebrakit pricing page at the time of purchase and processed via Stripe.
Web Components	Algebrakit-provided browser components made available as part of the Services, including question-type components, some of which embed the Formula Editor.

4. Service Tiers

Algebrakit offers the following access tiers. Rate Limit thresholds, storage allowances, functional scope, and pricing are published at algebrakit.com/pricing and in the Documentation, and may be updated in accordance with Section 19.

Tier	Key type	Cost	Rate limits	Content	Support and availability
Anonymous	Public	Free	Rate limits, as published	Algebrakit-published exercise content only; no authoring or storage	No support; as is, as available
Free	Private	Free	Standard limits per account	Limited Content authoring and storage, as published	No support; as is, as available
Pro	Private	Paid (Stripe)	No fixed limits; Fair Use Policy applies	Content authoring and storage subject to Fair Use; sharable within a team	Email support in business hours; best-effort availability, no service credits

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Tiers differ in Rate Limits and functional scope, not in permitted purpose. Subject to the Rate Limits and functional scope of Your tier and to Section 7, these Terms do not restrict use of the API to non-commercial purposes, and You may deploy applications built on the API commercially at any tier.

Anonymous Tier access requires no account registration. By using any Algebrakit API endpoint with a public API key, You accept these Terms. Free and Pro Tier access requires creation of an account at algebrakit.com; acceptance of these Terms is confirmed by clicking the acceptance checkbox during account registration or tier upgrade.

5. Acceptance, Accounts and End Users

5.1 Eligibility

You must be at least 18 years of age and have the legal capacity to enter into a binding agreement in order to create a Free or Pro account. If You register on behalf of a company, You represent that You have authority to bind that company to these Terms.

5.2 Account information and credentials

You agree to provide accurate and complete information when registering and to keep that information up to date. You are responsible for maintaining the confidentiality of Your API key(s) and for all activity that occurs under Your account.

5.3 One account per person

Rate Limits on the Free Tier are applied per API key and, on the Anonymous Tier, per the mechanism published in the Documentation. Creating multiple accounts or using technical means to circumvent Rate Limits constitutes a material breach of these Terms.

5.4 End users, including minors

The API is designed for integration into applications that may be used by learners, including minors. Algebrakit has no account relationship with Your end users, and no account relationship with anyone at the Anonymous Tier.

As between You and Algebrakit, You are responsible for compliance with all laws applicable to Your deployment, including any notice, consent, parental-permission, or age-verification requirements, and for any age-related restrictions in the jurisdictions in which Your application is made available. The eligibility requirement in Section 5.1 applies to the person or entity holding the account, not to end users of Your application.

6. Licence Grant

Subject to Your compliance with these Terms and, where applicable, payment of the Subscription Fee, Algebrakit grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to:

- access and use the API in accordance with the Documentation;
- build, test, and operate software applications and products ("Your Products") that call the API, and integrate the API into Your Products for use by Your end users;
- embed the Web Components in Your Products;
- create, upload, and store Content through the Services, within the functional scope and storage allowance of Your tier;
- access and use the Documentation for the purposes of the above.

This licence is not an open-source licence. It does not include any right to access, use, or receive the source code of the software underlying the API. All rights not expressly granted are reserved by Algebrakit.

6.1 Authorised Developers (Pro Tier)

A Pro Tier User may permit its employees and contractors ("Authorised Developers") to use the API on its behalf, provided that it remains responsible for their compliance with these Terms. Authorised Developers may be added and removed through the account management portal. The Pro licence is scoped to a single organisation or individual; it may not be shared across legally separate entities without a Corporate subscription.

7. Restrictions

You shall not, and shall ensure that Your Authorised Developers do not:

- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying technology of the software underlying the API. This restriction does not apply to the SDKs, which are published as open source;
- resell, sublicense, or make the API available as a standalone service to third parties. Integration of the API into Your Products for use by Your end users is permitted;
- use the Services to build a product or service that competes directly with the Services, including a competing mathematics API or exercise-engine product;
- exceed the Rate Limits applicable to Your tier;
- circumvent, disable, or interfere with the security features, monitoring, or rate-limiting mechanisms of the Services, or attempt to do so, including by creating multiple accounts;
- remove, obscure, overwrite, or suppress any Algebrakit branding, attribution notice, or trade mark displayed within or by the Web Components;

- use the API to transmit unlawful, harmful, or abusive content, as further set out in Section 11;
- use the Services in a manner that could damage, overload, or impair Algebrakit's infrastructure;
- use the Services in violation of any applicable law or regulation.

8. Attribution

The Web Components display attribution to Algebrakit as part of their default rendering. You must not remove, obscure, overwrite, or suppress that attribution in any way, whether through CSS, JavaScript, wrapper elements, or any other technical means. This obligation applies to the Anonymous and Free Tier uses.

Where You use the Formula Editor, the attribution requirement in Section 5 of the Algebrakit Formula Editor — Free Use Licence applies in addition.

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9. Handwriting Recognition and Stroke Data

9.1 Server capacity and rate limits

Keyboard entry in the Formula Editor is entirely client-side and is not rate limited. The Handwriting Recognition feature transmits Stroke Data to Algebrakit servers for inference and therefore consumes Algebrakit server capacity. It is rate limited at every tier, including the Anonymous Tier.

The applicable limit is determined by the API key presented with the request or, where no key is presented, by the limits published for the Anonymous Tier. On the Pro Tier, fixed limits are replaced by the Fair Use Policy in Section 13. These obligations attach to use of the Handwriting Recognition service itself and apply whether the Formula Editor is loaded from Algebrakit's CDN or from a self-hosted copy.

9.2 Degradation and withdrawal

Where a rate limit is reached, the Formula Editor continues to operate for keyboard entry and Handwriting Recognition becomes unavailable until the limit resets. This degradation is not a breach of these Terms by Algebrakit and is not a service failure.

Algebrakit may change, throttle, or withdraw the availability of Handwriting Recognition at the Anonymous and Free Tiers at any time. Where withdrawal or a material reduction is planned, Algebrakit will provide notice by publication in the Documentation and on the Algebrakit status page and, for registered Users, by email. The remaining functionality of the Formula Editor is unaffected.

9.3 Handling of Stroke Data

All stroke data of submissions are retained for the purpose of improving the recognition model. In that case:

- only stroke coordinates are retained. No timing or velocity data, no screenshots or images, no surrounding page content, and no session, account, IP address, or API key linkage is retained with them;
- retained stroke coordinates are not linked to any identifier and are never used to identify any individual;

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- retained stroke coordinates are permanently deleted no later than ninety (90) days after submission;
- the purpose of retention is improvement of the Handwriting Recognition model, and the legal basis relied upon is Algebrakit's legitimate interest in improving the accuracy of the service under Article 6(1)(f) of the General Data Protection Regulation.

This Section applies identically at all three tiers, including anonymous use.

10. Data, Privacy and Security

10.1 Session Data

Algebrakit stores Session Data for up to 12 months from the date of last access, after which it is permanently and automatically deleted. Session Data may be retrieved during the retention period via the API using a session ID.

10.2 Personal data

The API is designed to operate without processing personally identifiable information ("PII") of end users. You are responsible for ensuring that no PII is transmitted to the API, except as may be incidentally included in Content by You. You remain responsible for Your own compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR). Algebrakit does not accumulate or retain end-user response data beyond what is technically necessary to maintain a session and to comply with the retention periods set out in these Terms.

Data processing agreements are not available at the developer tiers. If applicable data protection law requires a data processing agreement for Your intended use, contact Algebrakit about a Corporate subscription before using the Services in that context.

10.3 Privacy and Security Policy

Algebrakit's Privacy and Security Policy, available at <https://public.algebrakit.nl/privacy-v1.0>, governs the handling of any data processed in connection with the Services and is incorporated into these Terms by reference.

10.4 Security

You shall keep Your API credentials confidential and shall promptly notify Algebrakit of any actual or suspected unauthorised access. Algebrakit may revoke or rotate credentials if it reasonably suspects a security breach.

11. Acceptable Use

You must not use the Services to transmit, process, or store any material that:

- is unlawful, harmful, threatening, defamatory, obscene, or harassing;
- infringes the intellectual property rights of any third party;
- contains viruses, malware, or other harmful code;
- constitutes spam or unsolicited communications;
- violates any applicable export control or sanctions laws.

Algebrakit reserves the right to suspend access without prior notice if it reasonably believes that continued access poses an immediate risk of harm or legal liability. Where suspension is not an emergency, Algebrakit will provide notice and an opportunity to remedy in accordance with Section 18.

12. Pro Tier: Fees and Billing

12.1 Subscription

Pro Tier access is provided on a subscription basis. Subscription Fees, the billing cycle, and any applicable taxes are set out at algebrakit.com/pricing. Fees are exclusive of VAT and other applicable taxes, which are charged in addition where required by law. Fees are charged in advance at the start of each billing period. All payments are processed by [Stripe](#). Your payment details are governed by Stripe's terms of service. By upgrading to the Pro Tier You authorise Algebrakit to charge Your chosen payment method on a recurring basis until You cancel.

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12.2 Company billing

You may enter a company name and VAT number during checkout. Where a valid EU VAT number is provided and the reverse charge mechanism applies, Algebrakit will issue invoices accordingly. You are responsible for providing accurate billing information.

12.3 Failed payment

If payment fails or is not received within 7 days of the due date, Algebrakit may suspend access to the Pro Tier without liability until the outstanding amount is settled.

12.4 Refunds

Except where required by applicable law, Subscription Fees are non-refundable. If You cancel Your Pro subscription, access continues until the end of the then-current billing period, after which Your account reverts to Free Tier Rate Limits and functional scope. No refund of prepaid Subscription Fees is due on termination by Algebrakit for Your breach.

12.5 Price changes

Algebrakit may adjust Pro Tier pricing on not less than 30 days' notice by email to the address registered on Your account. Continued use of the Pro Tier after the effective date of a price change constitutes acceptance of the new price. If You do not accept the change, You must cancel before that date.

13. Fair Use Policy (Pro Tier)

The Pro Tier is offered without fixed Rate Limits. However, use must remain within the bounds of reasonable individual or team development activity. Algebrakit reserves the right to investigate and act upon usage patterns that, in its reasonable judgement, place disproportionate load on the infrastructure or suggest automated bulk use inconsistent with normal software development.

If Algebrakit determines that Your usage is in breach of this Fair Use Policy, it will:

- notify You by email describing the concern;
- provide a reasonable period, ordinarily no fewer than 5 business days, to reduce or explain the usage;

- if the issue is not resolved, apply temporary rate limiting or, in serious cases, suspend or terminate access in accordance with Section 18.

Algebrakit will not apply fair-use enforcement in a discriminatory or arbitrary manner. Normal burst usage associated with testing, CI/CD pipelines, and team development is expressly permitted.

14. Availability, Support and Changes to the Services

14.1 Anonymous and Free Tiers

The Services are provided to Anonymous and Free Tier Users on an "as is" and "as available" basis. Algebrakit makes no uptime commitments for these tiers and may modify, suspend, or discontinue access at any time without notice. Technical support is not included; Documentation, integration guides, and community resources are available at docs.algebrakit.com.

14.2 Pro Tier availability

Algebrakit will use commercially reasonable efforts to maintain the availability of the Pro Tier Services. The Pro Tier runs on Algebrakit's development environment, which receives weekly updates. While Algebrakit targets the equivalent of the availability standards set out in its standard Service Level Agreement, this is not a contractual guarantee at the Pro Tier. Planned maintenance will be announced at least 48 hours in advance via the Algebrakit status page and by email.

14.3 No service credits

No service credits apply at any developer tier. If You require contractually guaranteed uptime, service credits, and LTS-environment deployment, contact Algebrakit regarding a Corporate subscription.

14.4 Pro Tier support

Pro Tier Users receive email-based technical support during Normal Business Hours (Monday to Friday, 08:00–17:00 CET, excluding Dutch public holidays). Support is provided for issues relating to the API and the Services; it does not include general development consulting. Issues should be submitted via the support portal at <https://helpdesk.support.algebrakit.com> or by email to support@algebrakit.nl.

Algebrakit will use best efforts to acknowledge reported issues within the following target times. These are targets, not contractual commitments, and no service credit or other remedy attaches to them.

Priority	Description	Target acknowledgement
P1	Complete loss of service; API unavailable	Same business day
P2	Severe degradation; partial functionality	Same business day
P3	Minor issue; workaround available	2 business days
P4	Documentation or cosmetic issue	3 business days

You acknowledge that the Pro Tier does not include a dedicated account manager, an emergency telephone line, custom SLA negotiation, resolution-time commitments, or on-site support. Users requiring these services should contact Algebrakit about a Corporate subscription.

14.5 Modifications to the Services

Algebrakit may modify, update, or discontinue features of the API or the Services at any time. Where changes materially affect existing functionality, Algebrakit will provide reasonable advance notice via email or the Documentation.

15. Intellectual Property

15.1 Algebrakit IP

Algebrakit and its licensors own all intellectual property rights in and to the Services, the API, the software, the Documentation, the Web Components, the Formula Editor, and the Algebrakit exercise content library, including all source code, algorithms, and underlying technology. These Terms do not transfer any ownership to You and do not grant You any rights to use the source code of that software.

"Algebrakit" and related marks are trade marks of Algebrakit B.V. and may not be used without prior written consent, except to describe Your integration in a factually accurate manner.

Nothing in these Terms shall be construed as a waiver of Algebrakit's intellectual property rights in the Services, the API, or any underlying technology, nor as a grant of any open source licence, save that the SDKs are separately published under the MIT Licence as described in Section 2.3.

15.2 Your Content and Your Products

You retain all intellectual property rights in and to Your Products, the Content You create through the Services, and any other content created by You, excluding the Algebrakit components embedded therein. You grant Algebrakit a limited, non-exclusive licence to store and process Your Content solely to the extent necessary to provide the Services to You.

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16. Confidentiality

This Section applies to Free and Pro Tier Users. Each party may receive information that is confidential to the other ("Confidential Information"). Each party shall: (a) hold the other's Confidential Information in confidence using at least the same degree of care as it uses for its own confidential information, and no less than reasonable care; (b) not disclose it to third parties without prior written consent; and (c) use it only for the purposes of these Terms.

For the avoidance of doubt, the source code, algorithms, and technical implementation underlying the API are Confidential Information of Algebrakit. These obligations do not apply to information that is or becomes publicly known without breach of these Terms, was already known to the receiving party, is independently developed, or is required to be disclosed by law or by a competent authority. This Section survives termination for a period of five (5) years.

17. Warranties and Limitation of Liability

Algebrakit warrants that it holds and will maintain all licences and permissions necessary to make the Services available under these Terms, and, in respect of the Pro Tier, that it will perform the Services with reasonable skill and care and substantially in accordance with the Documentation.

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE SERVICES AND THE API ARE PROVIDED "AS IS". ALGEBRAKIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALGEBRAKIT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT RESULTS OBTAINED THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS.

Nothing in these Terms excludes or limits Algebrakit's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, intentional misconduct (opzet) or gross negligence (grove schuld), or any liability that cannot be excluded under applicable Dutch law, including under Article 6:233 of the Dutch Civil Code.

Subject to the above:

- neither party shall be liable for any indirect or consequential loss, including loss of profit, loss of business, loss of data, loss of goodwill, or loss of anticipated savings, however arising;
- Algebrakit's total aggregate liability to You under or in connection with these Terms, whether in contract, tort, or otherwise, shall not exceed the greater of (a) the total Subscription Fees paid by You to Algebrakit in the twelve (12) months immediately preceding the event giving rise to the claim, or (b) five hundred euros (€500).

You warrant that you own all intellectual property rights to create the Content You create through the Services.

You assume sole responsibility for any results obtained from use of the Services, for conclusions drawn from such use, and for any applications or products You build using the Services.

18. Term, Suspension and Termination

18.1 Duration

These Terms remain in force for as long as You access or use the Services. For Pro Tier Users, the agreement continues until the subscription is cancelled in accordance with these Terms.

18.2 Termination by You

You may cancel Your account at any time through Your account settings. For Pro Tier Users, cancellation takes effect at the end of the current billing period. Anonymous Tier Users may simply stop using the API; no notice is required.

18.3 Termination or suspension by Algebrakit

Algebrakit may suspend or terminate Your access:

- immediately, without notice, in cases of serious abuse, sustained breach of Section 11, or activity causing or likely to cause harm to the infrastructure or to other users;
- immediately by written notice if You commit a material breach that is incapable of remedy, or fail to cure a remediable breach within 14 days of written notice;
- immediately if You become insolvent, enter administration, or cease to carry on business;
- on 30 days' written notice to the email address registered on Your account, for any other reason, including a commercial decision to discontinue a tier.

18.4 Inactivity

Free Tier accounts that have not been accessed for 12 consecutive months may be deleted. Algebrakit will send a warning email to the registered address at least 30 days before deletion. Anonymous Tier access generates no account and is subject to no inactivity rule.

18.5 Effect of termination

- Your licence to use the Services terminates immediately.
- You must cease all use of the API and delete any cached API credentials.
- Content You have created through a Free or Pro account, and Session Data, will be retained for 30 days following the effective date of termination, during which You may export them via the API. Algebrakit will provide reasonable technical means to export Content in a standard format during that period.
- After that 30-day period, Your Content will be permanently deleted.
- Sections 15, 16, 17, and 20, and any other provision that by its nature survives, continue in effect.

19. Changes to These Terms, Pricing and Rate Limits

Algebrakit may update these Terms from time to time. If the changes are material, Algebrakit will notify registered Users by email at least 30 days before the new version takes effect. For Anonymous Tier Users, notice will be provided by publication on the Algebrakit website and in the Documentation. The current version is always available at algebrakit.com/terms. If You continue to use the Services after the effective date, You are deemed to have accepted the updated Terms. If You do not accept them, You must stop using the Services and may cancel Your account.

Algebrakit reserves the right to adjust the Rate Limits and functional scope applicable to the Anonymous and Free Tiers at any time. Where a reduction would materially affect existing usage, Algebrakit will provide at least 14 days' notice via the Documentation and, for registered Users, by email. Changes to Rate Limits do not constitute a termination of these Terms. Pro Tier pricing changes are governed by Section 12.5.

20. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the Netherlands. The parties irrevocably submit to the exclusive jurisdiction of the courts of Oost-Brabant, the Netherlands.

Nothing in this Section affects any right You may have as a consumer to bring proceedings in the courts of Your place of residence where applicable law so requires.

21. General

21.1 Entire agreement

These Terms, together with the Documentation and the Privacy and Security Policy incorporated by reference, constitute the entire agreement between You and Algebrakit with respect to the developer tiers and supersede all prior arrangements, representations, or understandings relating to the same

subject matter. This Section does not limit the operation of the Algebrakit Formula Editor — Free Use Licence or the MIT Licence in respect of the matters those documents govern, as described in Section 2.

21.2 Severance

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable while giving effect to the parties' original intent, and the remaining provisions shall continue in full force and effect.

21.3 No waiver

No failure or delay by either party to exercise or enforce any right under these Terms shall constitute a waiver of that right.

21.4 Assignment

You may not assign or transfer Your rights or obligations under these Terms without Algebrakit's prior written consent. Algebrakit may assign these Terms, in whole or in part, including in connection with a merger, acquisition, or sale of all or substantially all of its assets, on notice to You.

21.5 No partnership

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between You and Algebrakit.

21.6 Force majeure

Algebrakit shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, war, civil unrest, strikes, utility failures, internet disruptions, or failure of third-party cloud infrastructure (including AWS). Algebrakit will notify affected registered Users as soon as reasonably practicable of any such event.

21.7 Notices and contact

Notices under these Terms shall be in writing. Algebrakit may give notice by email to the address provided at registration or by posting to the developer portal; for Anonymous Tier Users, by publication on the Algebrakit website and in the Documentation. Notices to Algebrakit should be sent by email to legal@algebrakit.nl. For technical support, visit <https://helpdesk.support.algebrakit.com>.