Terms of Use

These Terms of Use (the "Terms") govern your access to and use of the COVID-19 Risk Score Calculator tool (the "Tool"). By using the Tool, you agree to these Terms. If you do not agree to them, do not participate in the use of the Tool.

Limited Use

Mathematica Inc. ("Mathematica" or "we") has developed this Tool which provides you with an estimation of your personal susceptibility or risk of contracting COVID 19 based on the information you input into the Tool. You may use the Tool for personal and informational purposes. Any other use of the tool is governed by the MIT License (https://github.com/mathematica-mpr/covid_risk_score/blob/main/LICENSE)

The Tool does not provide medical advice and cannot be used by you to diagnose or treat any medical condition.

We do not retain any information that you provide in connection with your use of the Tool.

Disclaimer of Warranties

USE OF THE TOOL IS ON AN "AS IS" BASIS AT YOUR OWN RISK. MATHEMATICA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE TOOL, ITS ACCURACY, SECURITY, FUNCTIONALITY, AVAILABILITY, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE. MATHEMATICA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICATBLE LAW, IN NO EVENT SHALL MATHEMATICA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: LOSS OF USE OR PROFITS) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE TOOL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL MATHEMATICA'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE TOOL EXCEED ONE HUNDRED U.S. DOLLARS (U.S. $100.00).

Termination

We may suspend or discontinue offering the Tool at any time. You are free to stop using the Tool at any time. We may also terminate your use of the Tool for any reason, in our discretion. After any such termination, these Terms will continue to apply with respect to any prior use of the Tool.

Trademarks

The Mathematica name and logo and all related names, logos, product and service names, designs, and slogans are trademarks of Mathematica. You must not use such marks without Mathematica's prior written permission.

Changes to Terms and Notification

We may revise these Terms from time to time, at our sole discretion, effective immediately. We may notify you of changes by posting an updated version of the Terms where we posted previous versions. By continuing to access or use the Tool after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you must stop using the Tool.

Governing Law and Jurisdiction

These Terms and any claim or dispute arising out of or relating to the Tool or these Terms ("Dispute") will be governed by the laws of the State of New Jersey, without respect to its conflict of laws principles. The exclusive place of jurisdiction for all Disputes is Mercer County, New Jersey, or the United States District Court for the District of New Jersey.

Arbitration

In the event of any Dispute, you agree to first contact Mathematica and try to resolve the Dispute with us informally. If we haven't been able to resolve the dispute with you informally, we each agree to resolve any Dispute binding arbitration or, with respect to Disputes that qualify for U.S. small claims court, in U.S. small claims court.

The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration and court review of an arbitration award is limited. It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at the address at the end of these Terms. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to intellectual property or violations of these Terms.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR OTHER REPRESENTATIVE PROCEEDING AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT APPLY TO YOU IF AND TO THE EXTENT THAT SUCH RIGHTS CANNOT EFFECTIVELY BE WAIVED OR THAT A WAIVER WOULD VIOLATE MANDATORY APPLICABLE LAW. To the

extent any Dispute isn't arbitrable under applicable laws or otherwise, such Dispute shall be resolved in accordance with the other sections of these Terms.

Miscellaneous

The failure of either you or Mathematica to exercise in any way, any right in these Terms shall not be deemed a waiver of any further rights hereunder. If any provision in these Terms is illegal or unenforceable, the provision will be limited or eliminated to the minimum extent necessary and all other provisions of this Agreement will continue in full force and effect. These Terms constitute the entire agreement between you and Mathematica concerning the Tool and supersede any additional or prior agreements.

Contact Information

Questions regarding these Terms should be directed to Mathematica legal@mathematica-mpr.com or by contacting us at:
Mathematica Inc.
Attn: Legal Dept
P.O. Box 2393
Princeton, NJ 08543-2393