



TestingMom.com Terms of Use Agreement

Welcome to TestingMom.com, the service for parents to help prepare their children for private school admissions and gifted and talented testing, operated by TestingMom.com, L.L.C. ("TestingMom.com") based out of Florida. By using the TestingMom.com Website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of TestingMom.com ("Member"). If you wish to become a Member and make use of the TestingMom.com service (the "Service"), please read these Terms of Use. If you object to anything in this Agreement or the TestingMom.com Privacy Policy, do not use the Website or the Service. The Terms of Use are subject to change by TestingMom.com at any time, effective upon posting on the TestingMom.com website, and your use of the Service after such posting will constitute acceptance by you of such changes.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by TestingMom.com from time to time, such modifications to be effective upon posting by TestingMom.com on the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

Withdrawing Your Consent. You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.

(i) **Effect.** Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.

(ii) **Notice.** To withdraw your consent and/or request a non-electronic copy of this Agreement, please Contact Us online or send a letter and self-addressed stamped envelope to: TestingMom.com, 12 Desbrosses, New York, NY 10013.

(iii) **Prospective Nature.** Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

1. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement,

you may save it into any word processing program. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.

2. Eligibility. You must be at least eighteen (18) years of age. By using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Membership and Subscription; Pricing. You may become a Member of the Service at no cost. As a Member, you will have the ability to participate in some, but not all, of the features and services available within the Service. In order to access additional features and services, including the ability to access practice test questions, tele-seminars, expert access and other services, you must become a paying subscriber to the Service. Please note that the subscription policies that are disclosed to you in subscribing to the service are deemed part of this Agreement.

4. Term. This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership and/or subscription at any time by contacting us at help@testingmom.com or send TestingMom.com written notice of termination to TestingMom.com, 12 Desbrosses, New York City, NY 10013. If you resign or cancel your membership and/or subscription to TestingMom.com, to help TestingMom.com analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation. TestingMom.com may terminate your membership and/or subscription by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to TestingMom.com. If TestingMom.com terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of TestingMom.com. TestingMom.com not required to provide you notice prior to terminating your membership and/or subscription. TestingMom.com is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

5. Non-commercial Use by Members. The Website is for the personal use of individual Members only and may not be used in connection with any commercial endeavor as. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the

permission of TestingMom.com, which may be revoked at any time, for any reason, in TestingMom.com's sole discretion.

6. Account Security. You are responsible for maintaining the confidentiality of the username and password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify TestingMom.com of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. TestingMom.com will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have linked to your TestingMom.com account.

7. In no event shall TestingMom.com be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the test results or test scores or school admissions and acceptance of a member's child.

8. Content on Testingmom.com

(a) Proprietary Rights. TestingMom.com and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of TestngMom.com, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on TestingMom.com is proprietary and only accessible to members who have access to specific paid membership levels. The documents are copyrighted material of TestingMom.com and for TestingMom.com members use only. Distribution of content to others who are non-members of TestingMom.com is strictly prohibited. The publishers of the WPPSI, Stanford-Binet, WISC, OLSAT, Bracken, CogAT, Naglieri, KBIT and other practice test material have not approved the material in these practice questions. The questions and activities in these practice questions are similar but not identical to questions and activities on these tests. To develop materials used in these questions, the employees of TestingMom.com relied on readily available public information and their own creative thinking. The publishers of the WPPSI™-III, Stanford-Binet, WISC™-IV, OLSAT®, Bracken (BSRA®), CogAT®, NNAT®Naglieri and KBIT-2 have not approved the material in these practice questions. The questions and activities in these practice questions are similar but not identical to questions and activities on these tests.

9. Restrictions on Use of Materials

You acknowledge that TestingMom.com contains information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, practice test questions, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Website are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

10. Parental or Guardian Permission

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing our Website. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICES.

11. Customer Service. TestingMom.com provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you may not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

12. Subscriptions; Charges on Your Billing Account.

(a) General. TestingMom.com bills you through an online account (your "Billing Account") for use of the Service. You agree to pay TestingMom.com all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize TestingMom.com to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. TestingMom.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

(b) **Recurring Billing.** Most subscription plans to the Service consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. TestingMom.com may submit periodic charges (e.g. monthly) without further authorization from you, until you provide prior notice (confirmed in writing by TestingMom.com) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before TestingMom.com could reasonably act. Contact TestingMom.com at help@testingmom.com to change your payment method or cancel your paid membership by a provider of your chosen Payment Method (the "Payment Method Provider"). Your TestingMom.com subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate. To change or resign your subscription at any time, contact us at help@testingmom.com. If you resign, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

(c) **Current Information Required.** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY TESTINGMOM.COM IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE TESTINGMOM.COM ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT TESTINGMOM.COM MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY TESTINGMOM.COM).

(d) **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other

(e) **Reaffirmation of Authorization.** Your non-termination or continued use of the Service reaffirms that TestingMom.com is authorized to charge your Payment Method. TestingMom.com may submit those charges for payment and you will be responsible for such charges. This does not waive TestingMom.com's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

(f) Free Trials, 7 days for \$1 and Other Promotions. Any free trial or other promotion that provides subscriber-level access to the Service must be used within the specified time of the trial. You must cancel your subscription before the end of the trial period in order to avoid being charged a subscription fee. If you cancel prior to the end of the trial period and are inadvertently charged for a subscription, please contact help@testingmom.com to have the charges reversed.

13. Modifications to Service. TestingMom.com reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TestingMom.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. Blocking of IP Addresses. In order to protect the integrity of the Services, TestingMom.com reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

15. Privacy. Use of the Website and/or the Service is also governed by our Privacy Policy.

16. Jurisdiction and Choice of Law. If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute.

17. Indemnity by You. You agree to indemnify and hold TestingMom.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

18. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

Other. This Agreement contains the entire agreement between you and TestingMom.com regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us with any questions regarding this agreement. TestingMom.com is a trademark of TestingMom.com, L.L.C.

AVAILABILITY OUTSIDE THE U.S.

TestingMom.com makes no claims that the Website may be lawfully viewed or accessed outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You



access the Website from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. If You access the Website from outside of the United States, You acknowledge that any personal information You provide will be processed in the United States and other geographies as selected by Us in Our sole discretion, and You hereby consent to the collection and processing of Your personal information in a manner consistent with these Terms of Service and the Privacy Policy.

SEVERABILITY; WAIVER.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. In addition, TestingMom.com's failure to enforce any term of these Terms of Use shall not be deemed as a waiver of such term or otherwise affect TestingMom.com's ability to enforce such term at any point in the future.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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