

## **1. ACCEPTANCE OF TERMS**

Excelerate Test Prep welcomes you. Excelerate Test Prep provides the Excelerate Test Prep Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. By accessing and using the Excelerate Test Prep Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular Excelerate Test Prep owned or operated services, you and Excelerate Test Prep shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Excelerate Test Prep may also offer other services that are governed by different Terms of Service. In such cases the other terms of service will be posted on the relevant service to which they apply.

## **2. DESCRIPTION OF EXCELERATE TEST PREP SERVICES**

Excelerate Test Prep provides users with access to a rich collection of resources, including without limitation various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Excelerate Test Prep Services"). You also understand and agree that the Excelerate Test Prep Services may include advertisements and that these advertisements are necessary for Excelerate Test Prep to provide the Excelerate Test Prep Services. You also understand and agree that the Excelerate Test Prep Services may include certain communications from Excelerate Test Prep, such as service announcements, administrative messages and the Excelerate Test Prep Newsletter, and that these communications are considered part of Excelerate Test Prep membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Excelerate Test Prep Services, including the release of new Excelerate Test Prep properties, shall be subject to the TOS. You understand and agree that the Excelerate Test Prep Services is provided "AS-IS" and that Excelerate Test Prep assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Excelerate Test Prep Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees

associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Excelerate Test Prep Services.

You understand that the technical processing and transmission of the Excelerate Test Prep Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Please be aware that Excelerate Test Prep has created certain areas on the Excelerate Test Prep Services that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Excelerate Test Prep Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Excelerate Test Prep Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Excelerate Test Prep Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Excelerate Test Prep has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Excelerate Test Prep has the right to suspend or terminate your account and refuse any and all current or future use of the Excelerate Test Prep Services (or any portion thereof). Excelerate Test Prep is concerned about the safety and privacy of all its users, particularly children. When you create a Excelerate Test Prep Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the Excelerate Test Prep Family Account. By adding a child to your Excelerate Test Prep Family Account, you also give your child permission to access many areas of the Excelerate Test Prep Services, including, email, message boards and instant messaging (among others). Please remember that the Excelerate Test Prep Services is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Excelerate Test Prep Services areas and/or Content (as defined in Section 6 below) are appropriate for your child.

### **4. EXCELERATE TEST PREP PRIVACY POLICY**

Registration Data and certain other information about you are subject to our applicable privacy policy. You understand that through your use of the Excelerate Test Prep Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Excelerate Test Prep and its affiliates.

## **5. MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will receive a password and account designation upon completing the Excelerate Test Prep Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Excelerate Test Prep of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Excelerate Test Prep cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## **6. MEMBER CONDUCT**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Excelerate Test Prep, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Excelerate Test Prep Services. Excelerate Test Prep does not control the Content posted via the Excelerate Test Prep Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Excelerate Test Prep Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Excelerate Test Prep be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Excelerate Test Prep Services.

You agree to not use the Excelerate Test Prep Services to:

- a. Data entered into Excelerate Test Prep softwares or websites will be kept by Excelerate.
- b. There is no guaranteed level of success or score increase by using Excelerate products.

- c. Excelerate Test Prep is not responsible for any leak of information.
- d. Any information entered on Excelerate Test Prep software or websites will not be sold

## **7. INTERSTATE NATURE OF COMMUNICATIONS ON EXCELERATE TEST PREP NETWORK**

When you register with Excelerate Test Prep, you acknowledge that in using the Excelerate Test Prep Services to send electronic communications (including but not limited to email, search queries, sending messages to Excelerate Test Prep Chat or Excelerate Test Prep Groups, uploading photos and files to Flickr, and other Internet activities), you will be causing communications to be sent through Excelerate Test Prep's computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of Excelerate Test Prep's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

## **8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the Excelerate Test Prep Services and transfer, posting and uploading of software, technology, and other technical data via the Excelerate Test Prep Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations, including without limitation the Export Administration Regulations (see [http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)) and sanctions control programs of the United States (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). In particular, you represent and warrant that you: (a) are not a prohibited party identified on any government export exclusion lists (see <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>) or a member of a government of any other export-prohibited countries as

identified in applicable export and import laws and regulations; (b) will not transfer software, technology, and other technical data via the Excelerate Test Prep Services to export-prohibited parties or countries; (c) will not use the Excelerate Test Prep Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; and (d) will not transfer, upload, or post via the Excelerate Test Prep Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

## **9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE EXCELERATE TEST PREP SERVICES**

Excelerate Test Prep does not claim ownership of Content you submit or make available for inclusion on the Excelerate Test Prep Services. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Excelerate Test Prep Services, you grant Excelerate Test Prep the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- a. With respect to Content you submit or make available for inclusion on publicly accessible areas of Excelerate Test Prep Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Excelerate Test Prep Services solely for the purposes of providing and promoting the specific Excelerate Test Prep Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Excelerate Test Prep Services and will terminate at the time you remove or Excelerate Test Prep removes such Content from the Excelerate Test Prep Services.
- b. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Excelerate Test Prep Services other than Excelerate Test Prep Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Excelerate Test Prep Services solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Excelerate Test Prep Services and will terminate at the time you remove or Excelerate Test Prep removes such Content from the Excelerate Test Prep Services.
- c. With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Excelerate Test Prep Services other than Excelerate Test Prep Groups, the

perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed. "Publicly accessible" areas of the Excelerate Test Prep Services are those areas of the Excelerate Test Prep network of properties that are intended by Excelerate Test Prep to be available to the general public. By way of example, publicly accessible areas of the Excelerate Test Prep Services would include Excelerate Test Prep Message Boards and portions of Excelerate Test Prep Groups and Flickr that are open to both members and visitors. However, publicly accessible areas of the Excelerate Test Prep Services would not include portions of Excelerate Test Prep Groups that are limited to members, Excelerate Test Prep services intended for private communication such as Excelerate Test Prep Mail or Excelerate Test Prep Messenger, or areas off of the Excelerate Test Prep network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Excelerate Test Prep.

## **10. CONTRIBUTIONS TO EXCELERATE TEST PREP**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Excelerate Test Prep through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Excelerate Test Prep is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Excelerate Test Prep shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Excelerate Test Prep may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Excelerate Test Prep without any obligation of Excelerate Test Prep to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Excelerate Test Prep under any circumstances.

## **11. INDEMNITY**

You agree to indemnify and hold Excelerate Test Prep and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the Excelerate Test Prep



Services, your use of the Excelerate Test Prep Services, your connection to the Excelerate Test Prep Services, your violation of the TOS, or your violation of any rights of another.

## **12. NO COMMERCIAL REUSE OF EXCELERATE TEST PREP SERVICES**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Excelerate Test Prep Services (including Content, advertisements, Software and your Excelerate Test Prep ID).

## **13. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that Excelerate Test Prep may establish general practices and limits concerning use of the Excelerate Test Prep Services, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Excelerate Test Prep Services, the maximum number of email messages that may be sent from or received by an account on the Excelerate Test Prep Services, the maximum size of any email message that may be sent from or received by an account on the Excelerate Test Prep Services, the maximum disk space that will be allotted on Excelerate Test Prep's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Excelerate Test Prep Services in a given period of time. You agree that Excelerate Test Prep has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Excelerate Test Prep Services. You acknowledge that Excelerate Test Prep reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Excelerate Test Prep reserves the right to modify these general practices and limits from time to time.

Excelerate Test Prep Messenger, including any web-based versions, will allow you and the people with whom you communicate to save your conversations in your Excelerate Test Prep accounts located on Excelerate Test Prep servers. This means you can access and search your message history from any computer with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on Excelerate Test Prep too. Your agreement to this TOS constitutes your consent to allow Excelerate Test Prep to store these communications on its servers.

#### **14. MODIFICATIONS TO EXCELERATE TEST PREP SERVICES**

Excelerate Test Prep reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Excelerate Test Prep Services (or any part thereof) with or without notice. You agree that Excelerate Test Prep shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Excelerate Test Prep Services (or any part thereof).

#### **15. TERMINATION**

You may terminate your Excelerate Test Prep account, any associated email address and access to the Excelerate Test Prep Services by submitting such termination request to Excelerate Test Prep.

You agree that Excelerate Test Prep may, *without prior notice*, immediately terminate, limit your access to or suspend your Excelerate Test Prep account, any associated email address, and access to the Excelerate Test Prep Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Excelerate Test Prep Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Excelerate Test Prep Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Excelerate Test Prep's sole discretion and that Excelerate Test Prep shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Excelerate Test Prep Services.

Termination of your Excelerate Test Prep account includes any or all of the following: (a) removal of access to all or part of the offerings within the Excelerate Test Prep Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Excelerate Test Prep Services.

#### **16. EXCELERATE TEST PREP'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Excelerate Test Prep Services and any necessary software used in connection with the Excelerate Test Prep



Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Excelerate Test Prep Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Excelerate Test Prep or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Excelerate Test Prep Services, such Content or the Software, in whole or in part.

Excelerate Test Prep grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Excelerate Test Prep Services. You agree not to access the Excelerate Test Prep Services by any means other than through the interface that is provided by Excelerate Test Prep for use in accessing the Excelerate Test Prep Services.

## **17. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE EXCELERATE TEST PREP SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE EXCELERATE TEST PREP SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCELERATE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. EXCELERATE TEST PREP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE EXCELERATE TEST PREP

SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE EXCELERATE TEST PREP SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXCELERATE TEST PREP SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE EXCELERATE TEST PREP SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXCELERATE TEST PREP SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXCELERATE TEST PREP OR THROUGH OR FROM THE EXCELERATE TEST PREP SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE EXCELERATE TEST PREP SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE EXCELERATE TEST PREP SERVICE. IMMEDIATELY DISCONTINUE USE OF THE EXCELERATE TEST PREP SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE EXCELERATE TEST PREP SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE

TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

#### **18. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EXCELERATE TEST PREP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EXCELERATE TEST PREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE EXCELERATE TEST PREP SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE EXCELERATE TEST PREP SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE EXCELERATE TEST PREP SERVICE.

#### **19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

#### **20. SPECIAL ADMONITION FOR EXCELERATE TEST PREP SERVICES RELATING TO FINANCIAL MATTERS**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Excelerate Test Prep Services concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Excelerate Test Prep Services is provided for informational purposes only, and no Content included in the Excelerate Test Prep Services is intended for trading or investing purposes. Excelerate Test Prep and its licensors shall not be responsible or liable for the accuracy, usefulness or

availability of any information transmitted or made available via the Excelerate Test Prep Services, and shall not be responsible or liable for any trading or investment decisions based on such information.

## **21. NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

## **22. NOTICE**

Excelerate Test Prep may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Excelerate Test Prep Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Excelerate Test Prep Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Excelerate Test Prep Services in an authorized manner.

## **23. TRADEMARK INFORMATION**

You agree that all of Excelerate Test Prep's trademarks, trade names, service marks and other Excelerate Test Prep logos and brand features, and product and service names are trademarks and the property of Excelerate Test Prep Inc. (the "Excelerate Test Prep Marks"). Without Excelerate Test Prep's prior permission, you agree not to display or use in any manner the Excelerate Test Prep Marks.

## **24. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT**

Excelerate Test Prep respects the intellectual property of others, and we ask our users to do the same. Excelerate Test Prep may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Excelerate Test Prep's Copyright Agent the following information:

a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Excelerate Test Prep's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent  
c/o Excelerate Test Prep Inc.  
23 Corporate Plaza Dr #100  
Newport Beach, CA 92660

By phone: (949)933-3442

By email: [ladan@exceleratetestprep.com](mailto:ladan@exceleratetestprep.com)

## **27. CLOSED CAPTIONING**

Excelerate Test Prep omits this portion.

## **28. GENERAL INFORMATION**

*Entire Agreement.* The TOS constitutes the entire agreement between you and Excelerate Test Prep and governs your use of the Excelerate Test Prep Services, superseding any prior version of this TOS between you and Excelerate Test Prep with respect to the Excelerate Test Prep Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Excelerate Test Prep services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* You and Excelerate Test Prep each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and Excelerate Test Prep, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern

District of California. You and Excelerate Test Prep agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

*Waiver and Severability of Terms.* The failure of Excelerate Test Prep to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your Excelerate Test Prep account is non-transferable and any rights to your Excelerate Test Prep ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Excelerate Test Prep Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **29. VIOLATIONS**

Please report any violations of the TOS to our Customer Care at [ladan@exceleratetestprep.com](mailto:ladan@exceleratetestprep.com)

## **30. SUMMARIZED ADDENDUMS**

1. All progress name, data, and information will be kept publically amongst Excelerate enterprises and will not be released without express written consent from user unless provided anonymously.
2. Excelerate Test Prep is not affiliated with the SAT, Collegeboard, or any additional third party test preparation tools that we support including but not limited to, books, online practice tests, and curriculums.
3. Excelerate is not responsible for any repercussions that come from using Excelerate curriculum. Lower scores, poor performance, and



inconsistency are not at fault of Excelerate test preparation mechanisms. Use these materials at your own discretion.

4. Excelerate is not responsible for any loss of data that comes from improper website and test input usage over time.