

# Examhack Terms of Use

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## Welcome to ExamHack!

Thanks for using our products and services ("Services"). The Services are provided by Examhack LTD. ("ExamHack")

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

## Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## Your ExamHack Account

You may need an ExamHack Account in order to use some of our Services. You may create your own ExamHack Account.

To protect your ExamHack Account, keep your password confidential. You are responsible for the activity that happens on or through your ExamHack Account. Try not to reuse your ExamHack Account password on third-party applications.

# Privacy Policy and Copyright Protection

When you create an ExamHack Account, you provide us with personal information that includes your name, email address and a password.

We collect information about your activity in our services, which we use to do things like calculate discounts as part of our loyalty program. The activity information we collect may include:

- What content you purchase
- Purchase activity

We do not share your personal information with companies, organizations, or individuals outside of ExamHack except in for legal reasons.

We will share personal information outside of ExamHack if we have a good-faith belief that access, use, preservation, or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, legal process, or enforceable governmental request.
- Enforce applicable Terms of Service, including investigation of potential violations.
- Detect, prevent, or otherwise address fraud, security, or technical issues.
- Protect against harm to the rights, property or safety of ExamHack, our users, or the public as required or permitted by law.

We build security into our services to protect your information

All ExamHack products are built with security features that protect your information. We work hard to protect you and ExamHack from unauthorized access, alteration, disclosure, or destruction of information we hold, including:

- We use encryption to keep your password only known to you and whomever you share it with
- We restrict access to personal information to ExamHack employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

By using our Services, you agree that ExamHack can use such data in accordance with our privacy policies.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products, services or benefits obtained from ExamHack, except as expressly provided herein.

All contents of ExamHack are: Copyright © 2016–2018 Examhack Ltd. All rights reserved.

## Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. ExamHack may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

## Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither ExamHack nor its suppliers or distributors make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is".

The information, products, services and other material included in or available through ExamHack may not be complete, and may include inaccuracies or errors, and may also be modified, discontinued or deleted from time to time without notice. Advice, information, products, services or other materials received via ExamHack should not be relied upon for personal, medical, legal, business, financial or other decisions and is not intended to replace the advice of appropriate and qualified professionals. You acknowledge that You should consult an appropriate professional for specific advice tailored to Your situation.

Your access to and use of ExamHack, and products and services of ExamHack, is at Your own risk. ExamHack Ltd. makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of ExamHack or such products or services.

Examhack Ltd. is not liable for Your actions with Your educational institution, or for any other actions arising from Your use, or the use of other parties to whom You have given access to Your ExamHack information, through the use of ExamHack.

Examhack Ltd. is not involved in any transaction between You and Your educational institution. You are solely responsible for Your performance in Your exams or your educational institution's equivalent grading system.

Further, because Examhack Ltd. is not involved in transactions between You and your educational institution, Examhack Ltd. cannot and will not be involved in resolving any disputes relating to Your exam performance and grades.

Furthermore, while we try to provide the most accurate Services and content possible, Examhack Ltd. has no affiliation with any of the universities we aim to provide Services for. As such, none of

our intellectual property/content/Services are officially credited or recognised by these universities or any other relevant body.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

## Liability for our Services

IN NO EVENT SHALL Examhack Ltd. BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION: DAMAGES FOR LOSS OF USE, DATA, ACCOUNTS, REVENUES OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF ExamHack OR RELATED SERVICES, OR WITH THE DELAY OR INABILITY TO USE ExamHack OR RELATED SERVICES;

THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH ExamHack; OR OTHERWISE ARISING OUT OF THE USE OF ExamHack, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Examhack Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ExamHack, OR WITH ANY OF THESE TERMS OF SERVICE OR THE ADDITIONAL TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ExamHack AND ITS RELATED SERVICES AND PRODUCTS.

To the extent permitted by law, the total liability of ExamHack for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, ExamHack, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

We recognize that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights, which may not be waived by contract.

## About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or

changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between ExamHack and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The Irish courts will have jurisdiction over any claim arising from, or related to, any use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

For information about how to contact ExamHack, please visit our [contact page](#).