

Language Testing International Terms of Service

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The LTI test sites (“**Site**”) are provided by Language Testing International, (“**LTI**,” “**we**,” “**us**,” “**Company**,” or “**our**”) to provide services offered by LTI (collectively, the “**Services**”) to you (“**User**,” “**Users**” “**you**” or “**your**”). These Services are governed by these LTI Terms of Service (“**LTI Terms**”), our Privacy Policy available at <https://www.languagetesting.com/lti-information/privacy> and any other written agreements you have entered into with LTI, if any.

PLEASE READ THESE TERMS CAREFULLY, AS YOUR USE OF THE SITE CONSTITUTES ACCEPTANCE OF THESE LTI TERMS.

1. Restrictions on Use

1.1. You agree that you will not use the Services for any purpose prohibited by applicable laws and to maintain any materials shown to you when using our Services (“**Materials**”), in strict confidence, and not to share, disclose, transfer, record or otherwise allow an unauthorized third party to view the Materials. The results of any language testing provided via the Services are not part of the Materials.

1.2. You agree: (a) not to duplicate, copy or distribute the Site or Services, except as necessary to use it on a device to access the Services; (b) not to modify, translate or create derivative works based on the Site or Services or disassemble, decompile or reverse engineer any part of the Site or Services, except and only to the extent that applicable law expressly permits; and (c) to preserve all copyright and other proprietary rights notices on the Site or Services and all copies thereof, and to take no actions to violate the intellectual property rights of another.

1.3. To use certain features of the Services, you may be required to register for the Services. To register for the Services, you must be 18 years or older.

1.4. You agree not to use the account, username or password of another user at any time or to do anything else that might jeopardize the security of your account or that of another user. You agree to notify us immediately of any unauthorized use of your account, if applicable.

2. User Submissions

2.1. The Services allow the submission of content (“**User Submissions**”). User Submissions are subject to our applicable [Privacy Policy](#). By providing any User Submissions you provide LTI a fully paid up, irrevocable, sub-licensable right to the User Submissions and represent that you have the appropriate rights to do so.

3. Security

3.1. We use reasonable administrative, physical and technical safeguards designed to protect information you share with us through the Services. Despite these safeguards and our additional efforts to secure your information, we cannot promise or guarantee that hackers, cybercriminals or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal or modify such information.

4. Term and Termination

4.1. We reserve the right to suspend, discontinue, enhance, update or otherwise modify the Site or Services, or its availability to you, at any time without notice. Upon termination of the license to the Site or Services, you will cease all use of the Site or Services.

4.2. Furthermore, we reserve the right, at our sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Please refer to the “Last Updated” date for the date of the most recent update. Use of this Site, or any such update, will be considered your agreement to be bound by any such changes.

5. Warranty Disclaimer and Liability Limit

5.1. EXCEPT FOR WARRANTIES SET FORTH EXPRESSLY IN THESE LTI TERMS, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY AND TITLE. LTI DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SITE OR THE SERVICES OR AGAINST INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES WILL BE ERROR-FREE, THAT THE INFORMATION THEY PROVIDE, TRACK OR STORE WILL BE ACCURATE OR TIMELY OR THAT OPERATION OF THE SITE OR SERVICES WILL BE SECURE OR UNINTERRUPTED.

5.2. EXCEPT WITH REGARD TO OUR WILLFUL MISCONDUCT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE LTI TERMS TO THE CONTRARY, AND IN CONSIDERATION OF THE RELATIVE RISKS AND REWARDS, WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE LTI TERMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WE ARE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; NOR, EXCEPT FOR OUR WILLFUL ATTEMPTS TO HARM YOU, SHALL OUR TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THESE LTI TERMS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF \$100.00.

6. Release and Indemnity

You hereby release the Company and its employees and agents from any and all liability arising out of your use of the Services, and you waive any claims against the Company, its employees and agents, that may arise out of or be related to your use of the Services and the information the Services provide, develop, track or store. You also agree to defend, indemnify and hold the Company, its employees and agents, harmless from and against any and all losses, damages, judgments, settlements and other claims, including attorney fees and court costs, arising out of or related to (a) your breach of any of the provisions of these LTI Terms, including without limitation the usage rules, (b) your use of the Site or Services, (c) your negligent or intentional acts or omissions and (d) your conduct that is contrary to applicable law. You agree, if we so request, to appoint us as your agent for purposes of pursuing and managing any insurance claims arising out of or related to these LTI Terms.

7. Independent Contractor

You agree that nothing in these LTI Terms shall, or shall be deemed to, create any franchise or relationship of agency or employer/employee between you, us or any third-party service providers. The parties are independent contractors and may not bind each other in any fashion without the express written consent of the other party.

8. Notices

We may provide you with notices, including those regarding changes to these LTI Terms, by email, regular mail or postings on the Site. You must provide notice to us by email or regular mail using the information in the "Contact Us" section below.

9. Governing Law and Jurisdiction

Your use of the Services and this Site are governed by the laws of the State of New York without giving effect to any principles of conflict of law.

10. Claims; Statute of Limitations

YOU AND LTI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.