

# Terms of Use

The Testmaximizer service (collectively, “Testmaximizer”, “the Site”, or “the Service”) is operated by HANG NYELVISKOLA Oktatói, Kiadói, Kereskedelmi és Szolgáltató Betéti Társaság, Company registration No. 13 06 027495 VAT No. 24614157213. Address 2119 Pécel, Várhegy utca 26. Email: info@testmaximizer.com. By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. The materials contained in this website are protected by applicable copyright and trademark law.

## 1. Eligibility

In compliance with the General Data Protection Regulation (GDPR) and the Children's Online Privacy Protection Act, Testmaximizer does not permit children under 16 years of age to become users without their parent or guardian's express consent and approval. By using our Site, you represent you are not under 16 years of age or have had your parent or guardian give their personal information in lieu of giving yours. No part of Testmaximizer's web site is structured to serve or attract anyone under the age of 16.

## 2. Registration Data

If you subscribe to any of Testmaximizer's services, you will have an account and a password. Access to password protected portions of this Site is available for only so long as you have paid all required fees to Testmaximizer. You are responsible for maintaining the confidentiality of your account and password and for restricting access to Testmaximizer material to anyone other than yourself. You agree to accept responsibility for all activities that occur under your account or password. Testmaximizer reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

## 3. Use License

1. Permission is granted to a terminable non-exclusive, non-transferable license to use the Testmaximizer website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
  1. modify or copy the materials
  2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial)
  3. attempt to decompile or reverse engineer any software contained on the Testmaximizer website

4. remove any copyright or other proprietary notations from the materials or
  5. transfer the materials to another person or mirror the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Testmaximizer at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## 4. Trademarks

Testmaximizer and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks. Company's trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

## 5. Warranties and Disclaimers

1. The materials on the Testmaximizer website are provided "as is". Testmaximizer makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Testmaximizer does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet website or otherwise relating to such materials or on any sites linked to this site.
2. Testmaximizer and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors make no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations; and (v) any errors in the software will be corrected.
3. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Testmaximizer assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, communications.

## 6. User Conduct

You understand that the Site is available for your personal, non-commercial use only. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Site to:

- harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- use automated scripts to collect information from or otherwise interact with the Site;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party;
- solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass any other user;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Site;
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

## 7. Limitation of Liability

In no event shall Testmaximizer or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Testmaximizer's Internet site, even if Testmaximizer or a Testmaximizer authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy.

## 8. Revisions and Errata

The materials appearing on the Testmaximizer website could include technical, typographical, or photographic errors. Testmaximizer does not warrant that any of the materials on its website are accurate, complete, or current. Testmaximizer may make changes to the materials contained on its website at any time without notice. Testmaximizer continuously strives to update the materials, however, it does not make any commitment to do so.

## 9. Site Terms of Use Modifications

Testmaximizer may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## 10. Governing Law

Any claim relating to Testmaximizer's website shall be governed by the laws of Hungary without regard to its conflict of law provisions.

## 11. Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that are protected by applicable intellectual property and other laws. You further acknowledge

and agree that content contained in information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

## 12. Subscription Period

You will be entitled to receive the Service only during the subscription period ("Subscription Period") specified by your payment confirmation.

## 13. Payment Terms

You agree to pay Testmaximizer the fee specified in the Payment Form during the Period ("Fee"). A valid credit card is required to access to the Service. The Fee is payable in advance for the Period. Fees are non-refundable and non-transferable. Accordingly, if you elect to cancel your access to the Service during the Period, you will not receive a refund of the Fee(s) previously paid to Testmaximizer.

## 14. No Resale or Redistribution of the Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service use of the Service, or access to the Service.

## 15. Electronic Communications

When you visit this website and when you communicate with us electronically, for example by sending us an email or ordering our products online, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 16. Privacy Policy

You consent to the collection, processing and storage by Testmaximizer of your personal information in accordance with the terms of Testmaximizer's Privacy Policy. You agree to comply with all applicable laws and regulations, and the terms of Testmaximizer's Privacy Policy, with respect to any access, use and/or submission by you of any personal information in connection with this website.

# Privacy Notice

# 1.What Information We Collect

We may collect certain user information, including personal data.

The personal data that we may collect directly from you includes your name, username, email address, phone number, information about your Product account preferences, transactional information (including services purchased or subscribed to and amount paid), as well as any contact or other information you choose to provide.

If you are a member of a social media network, like Facebook, you may choose to use your social credentials to create and log into your Testmaximizer account.

The personal data provided during payment is collected and processed by our payment processor (in most cases, Paypal). Testmaximizer does not save any personal financial information, including credit card numbers, expiration dates, security codes, or postal codes.

## ***Updating Your Information and Deactivating Your Account.***

You can update, correct, or modify your account information at any time by logging into your Testmaximizer account and accessing your profile page. If you need help accessing, modifying, or deactivating your account within the Product, please email [info@testmaximizer.com](mailto:info@testmaximizer.com).

## ***Information We Collect Automatically When You Use the Testmaximizer Service.***

When you access or use the Testmaximizer Service, we may automatically collect information, including personal data, about you, including:

- **Usage, Log and Device Information:** We collect information from your use of the Testmaximizer Service, such as number of visits, length of time spent using or accessing our Products, IP address (which may allow us to collect general location data), pages clicked on, system activity, hardware settings, device type, operating system, browser type, browser language, the date and time of your visit, and the URL you were on before you came to the our website. We collect information on user activity in connection with the Testmaximizer Service and may collect information about the features you use, the content you access, and any actions taken in connection with your access and use of the Testmaximizer Service.
- **Information Collected by Cookies and Other Tracking Technologies:** A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the website again, the cookie allows that site to recognise your browser. Cookies may store user preferences and other information. You can set your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies.

## 2.How We Use Information Collected

We use the information collected through the Testmaximizer Service in order to facilitate provision of the Testmaximizer Service and engage with you about our products and offerings. We may use the information that we collect:

- To provide, operate, maintain, and improve the Testmaximizer Service;
- To enable you to access and use the Testmaximizer Service that you request, including sending you technical notices, updates, alerts, and support and administrative messages;
- To provide and deliver the services and features you request, process and complete transactions, and send you related information, including purchase confirmations and receipts;
- To respond to your comments, questions, and requests, and provide customer service and support;
- To communicate with you about services, features, surveys, newsletters, offers, promotions, events, and provide other news or information about Testmaximizer and our select partners;
- To process and deliver survey entries and rewards;
- To review and analyse trends, usage, and activities in connection with the Testmaximizer Service and for marketing or advertising purposes;
- To investigate and prevent fraudulent transactions, unauthorised access to the Testmaximizer Service, and other illegal activities;
- To personalise and improve the Testmaximizer Service, and provide content and/or features that match your interests and preferences or otherwise customise your experience on the Testmaximizer Service; and
- For other purposes about which we notify you in advance or for which we receive your consent, as necessary.

Social media network credentials enable them and us to link your activities with your personal registration information at their site, including name, email address, and profile image. The social network may (with your permission) notify your friends or connections about your activities in our Services and use tracking technologies to monitor your online activities to serve targeted ads. The social media networks' privacy policy and terms apply to your use of their platforms. Your browser or device may allow you to block these technologies but you should visit the third party website and review their privacy policy and your registration profile or account to find out your options.

## 3.How We Use Cookies

We use cookies to understand and save your preferences for future visits and compile aggregate data about Product traffic and Product interaction so that we can offer better Product experiences and tools in the future.

We may contract with third-party service providers to assist us to serve ads based on past visits to our Products, report on the performance of our ads, conduct analytics on

the use of our Products, fulfill orders and other user requests, fraud prevention, improve our Products and conduct surveys relating to our users' experiences with our Products, and communicate with our users.

## 4.Data Retention and Erasure

We will maintain certain data for a period of 3 years from the date of your last log in or other study activity in order to keep accurate records for tax purposes. After 3 years from your last activity, we will permanently delete all such personally identifying information. We will keep all other personally identifying information for at least one year after your last login, but in no event longer than three years. Regardless of the retention period described in this section, we may be required to retain data for longer to comply with legal, regulatory, or audit obligations. Other historical study information may be anonymized and kept at Testmaximizer's discretion.

## 5.What Information We Share or Disclose to Others

We will not share personal data about you with any third parties except as described in this Privacy Notice. Information that may be shared, pursuant to any applicable agreements, includes:

**Third-Party Service Providers.** We may share your information with third-party service providers who are working on our behalf and require access to your information to carry out that work, such as to process payment or as it relates to a Product feature. These service providers are authorised to use your personal data only as necessary to provide services to Testmaximizer. As required by the European Union's General Data Protection Regulation, Testmaximizer enters into Data Processing Addendums with its Third-Party Service Providers that process personal data of users in the EU.

**Domain service provider:**

NGroup Kft. 1146 Budapest, Thököly út 162. Fsz. 4. [info@netpeople.hu](mailto:info@netpeople.hu) +36 1 373 0875

## 6.How We Store Information

By using and accessing the Testmaximizer Service, you understand and agree to the storage of information and any other personal data on Testmaximizer's servers.

## 7.How We Secure Information

We have adopted reasonable physical, technical and organisational safeguards against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access, use or processing of information we collect.

You may access your Product account information and our Product only through the use of an individual user ID and password. To protect the confidentiality of personal data and information, you must keep your password confidential and not disclose it to any other person. To keep your account secure, always log out and close your browser when you finish your session. Please advise us immediately if you believe your password has been compromised in any way. You may also select the “Log out of all sessions” option on your profile page to close all other browser sessions for your account. Please note that we will never ask you to disclose your password to us.

## 8.EU User Rights

**Right to Access, Rectification, or Erasure.** You have the right to access, update, correct, or delete your personal data. You also have the right to rectify any inaccuracies in your personal data.

**Right to Restrict Data Processing.** You have the right to restrict the processing of your personal data upon request if it is (a) inaccurate or unlawful, (b) under contest, or (c) no longer being processed for the original purpose. Testmaximizer may continue to process the data if it is necessary to resolve legal claims, for the protection of the rights of another person, or for reasons of important public interest. If Testmaximizer objects to the restriction of data processing, we will notify you promptly after receiving your request.

**Right to Data Portability.** You have the right to request and obtain your personal data that you provided to us or that we collected through your consent or contractual agreements. We will provide your information in a commonly used, machine-readable format promptly, but no longer than 90 days from the initial request depending on the complexity and volume of requests. If circumstances arise where we are unable to complete your request, we will promptly provide a relevant explanation, as well as inform you of additional steps that you may take.

**Retaining Your Personal Information and Data.** We will retain your personal data to comply with our legal obligations, resolve disputes, and enforce our agreements. We will retain your personal information for as long as your Testmaximizer Product account is active or as needed to provide you with the Testmaximizer Service, but no longer than the period necessary to fulfill the purposes outlined in this Privacy Notice.

**Receiving Promotional and Other Communications.** We will obtain your consent before sending you promotional, newsletter or Product information emails that we feel may interest you. We may obtain consent from you through a website contact or consent form or by email. You may opt out by either checking the relevant box on the communication consent form, by following the opt-out instructions provided in our emails to you, or by emailing us with your specific request. If you opt out, we may still send you non-promotional communications, such as security alerts and notices related to your access to or use of the Testmaximizer Service or those about your Product account or our ongoing business relations.

**Withdrawing Your Consent.** You may withdraw any consent you previously provided to us for the processing of your personal data. As required by applicable law, we will apply your preferences going forward, within a reasonable amount of time. Even where you withdraw your consent, we may still process your personal data for limited purposes, for example, to give effect to your request or to safeguard our business. In some circumstances, withdrawing your consent to our use or disclosure of your personal information will mean that you cannot use our Product or Testmaximizer Service.

**Lodging a Complaint with a Supervisory Authority.** You have the right to submit a complaint to an EU supervisory authority if you believe that your personal data has been processed in a manner that is not compliant with the GDPR. You also have the right to submit a complaint to an EU supervisory authority if Testmaximizer is unable to comply with your right of data portability or does not respond to your request within a timely manner.

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