### Vincent Line, LLC (ООО Винсент Лайн)

### TESTutor.com

### TERMS OF USE

### *Last Updated: December 10, 2015*

### Welcome to the TESTutor.com web site and online service of Vincent Line, LLC, registered in Moscow, Russian Federation ("TESTutor ", "we," or "us"). This page explains the terms for using our online services, website, and software provided in connection with the service (collectively the "Service"). By accessing or using the Service, you acknowledge that you have read, understood, and agree to the Terms of Use ("Terms") and to the collection and use of your information as described by our Privacy Policy <https://testutor.com/uploads/privacy_en.pdf>. This Agreement applies to all visitors, users, and others who access the Service ("Users").

### THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

### We may make changes to these Terms from time to time. When we do, we will revise the "last updated" date above. It is your responsibility to review these Terms frequently and to stay informed of any changes. The current version of these Terms will replace all earlier versions. By continuing to use our Services after changes are published, you agree to accept the revised Terms. If you do not agree to any of these terms or any future Terms of Use, do not use or access the Service.

### Use of Our Service

### Who can use our Service:

### You may use the Service if you can form a binding contract with TESTutor. This means you are agree with these Terms and all applicable local, state, national, and international laws, rules and regulations.

### Any use or access to the Service by anyone under 13 years old is not permitted.

### The Service is not available to any Users previously removed from the Service by TESTutor.

### Creating and using an account:

### Your TESTutor account gives you access to the services that we provide and update. The Service offers different types of accounts for different types of Users.

### If you open a TESTutor account on behalf of a company, organization, or other entity, then "you" includes you and that entity. You also agree that you are an authorized representative of the entity and that you agree to this Agreement on the entity's behalf.

### By connecting to TESTutor with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

### You may never use another User's account without permission.

### When creating your account, you must provide accurate and complete information. You are responsible for the activity on your account. You must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

### You must notify TESTutor immediately of any breach of security or unauthorized use of your account. TESTutor will not be liable for any losses caused by any unauthorized use of your account.

### Controlling an account:

### You may control your User profile and how you interact with the Service by changing the settings in your Setting page. By providing TESTutor your email address, you agree to receive Service-related notices. This includes any notices required by law. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive these email messages, you can change your preferences in your Settings page.

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### License to Use our Services

### Subject to these Terms, we grant to you a limited, personal, non-exclusive, non-transferable, freely revocable license to use the Service for your personal, non-commercial use and not for resale or further distribution and only as permitted by the features of the Service. TESTutor reserves all rights to the Service and the TESTutor Content. TESTutor may terminate this license at any time for any reason.

### Except for your User Content, the Service including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "TESTutor Content"), and all related intellectual property rights, are the exclusive property of TESTutor and its licensors (including other Users who post User Content to the Service). Our Services are protected by applicable intellectual property laws, including Russian Federation copyright law and international treaties.

### Except as permited by these Terms or applicable law, you will not, and will not permit any third party to:

### Reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services or TESTutor Content.

### Rent, lease or sublicense access to any of our Services or TESTutor Content.

### Circumvent or disable any security or technological features or measures of our Services.

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### Access to our Services

### We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services, such as charges by Internet service providers.

### We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

### We reserve the right to reject, refuse to post, or remove any of your User Content or any material that you post or submit for posting. We can restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

### Fees for the use of our Services

### Our Services are provided to you without charge up to certain limits. Usage over this limit requires your purchase of additional resources or services. The pricing for paid resources and services, including pay rates for tutors can be found at <http://testutor.com/site/rates>. By using the paid Services, agree to the pricing terms. The tutor rates are tax inclusive. Specific taxation policy depends on the tutor’s country of residence. As a Russian entity, TESTutor is a tax agent and pays taxes according to the Russian Taxation Law.

### For all purchased resources and services, we will charge your credit card, debit card, or other method of payment, and you authorize us to charge your method of payment in accordance with the terms of your pricing plan or subscription. You are responsible for:

### Paying all taxes and government charges

### All reasonable expenses and attorneys fees we incur collecting late amounts.

### Submitting a claim within 60 days after the charge if there is an error on your account. This does not affect your credit card issuer rights. Please note, charges are based on our measurements of your use of our Services, unless otherwise agreed to in writing.

### All information that you provide in connection with a purchase or monetary transaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection the Service at the prices in effect when such charges are incurred.

### You may cancel your TESTutor account at any time. There are no refunds for cancellation. Refunds are made at our discretion and are in the form of credit for our Services. If TESTutor suspends or terminates your account or these Terms, you understand and agree that you will not receive a refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Any outstanding balance on your account becomes immediately due and payable upon termination of these Terms for any reason.

### We are not obligated to extend credit to you or any third party. You agree that any credit card and payment information that you provide to us may be shared with companies who work on our behalf, such as third-party payment processors and/or credit agencies, for the purposes of checking credit, ensuring payment to us and servicing your account. We may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise legal rights or defend against legal claims. We are not liable for any use or disclosure of such information by such third parties.

### We reserve the right to discontinue providing our Services to you for any late payments. We may change our fees and payment policies for our Services by notifying you at least fifteen (15) days before the beginning of the billing cycle that the change will take effect. Changes to the fees or payment policies will be posted on the website. By continuing to use the Services after receiving notice, you agree to any changes to the fees or payment policies.

### You may not create multiple accounts to simulate or act as a single account or otherwise access our Services in a manner intended to avoid incurring fees.

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### Restrictions

### When using our Services, you must follow all applicable laws. Except as permitted by law, or as TESTutor authorizes in writing, you will not, and will not permit anyone else to:

### Store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Service. You are also not permited to compile or collect any TESTutor Content or other Users' User Content as part of a database or other work.

### Use any automated tool (e.g., robots, spiders) to access or use our Service or to store, copy, modify, distribute, or resell any TESTutor Content or other Users' User Content.

### Rent, lease, or sublicense your access to our Service to another person.

### Use any Service, TESTutor Content or other Users' User Content for any purpose except for your own personal use.

### Circumvent or disable any digital rights management, usage rules, or other security features of our Service.

### Use our Service in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Service.

### Remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Service, TESTutor Content or other Users' User Content.

### Transmit spam, chain letters, or other unsolicited email.

### Use the Service for any commercial solicitation purposes.

### Impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity.

### Accessing the content available on the Service for any purpose or in any way other than Streaming is not permitted. "Streaming" means a digital transmission of audiovisual material via the Internet from the Service to a User's device to make data available for real-time viewing. Any data streamed must not be copied, stored, permanently downloaded, or redistributed by the User.

### Privacy Policy and Security

### We may collect registration and other information about you through our Services. Our collection and use of this information is detailed in our Privacy Policy, available at [http://www.TESTutor.com/privacy](http://www.verbling.com/privacy). We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You provide your personal information at your own risk.

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### Linking to our Services

### Our written consent is required before including our Services within or as part of any third-party services, including incorporating parts of our Services with another website.

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### User Postings to our Services

### User Content:

### You may have the opportunity to post information and content on the Service. Any content a User develops and submits, posts, displays, or makes available on the Service, including all intellectual property rights, is referred to as that User's "User Content."

### You grant us a perpetual, non-exclusive, fully paid, royalty-free, irrevocable, sublicensable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of all User Content, including your name, voice, and likeness contained in the User Content. User Content can be used in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party, for use in connection with the Service and TESTutor' (and its successors' and affiliates') business. This includes use for promoting and redistributing the Service in any media formats and through any media channels. You also provide each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the Service and under these Terms.

### BY POSTING OR PROVIDING ANY USER CONTENT, YOU REPRESENT AND WARRANT THAT PUBLIC POSTING AND USE OF YOUR USER CONTENT BY US WILL NOT INFRINGE UPON OR VIOLATE THE RIGHTS OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY OR RIGHTS OF PRIVACY.

### Other Users' User Content on the Service:

### TESTutor takes no responsibility for any User Content that you or any other User or third party posts or sends over the Service. You are responsible for your User Content and the consequences of posting or publishing it. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that TESTutor is not responsible for any damages you may experience as a result of User Content.

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### Third Party Links

### The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by TESTutor. TESTutor does not endorse or assume responsibility for third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such sites. Your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are between you and the advertisers. You agree that TESTutor is not responsible for any loss or damage relating from your dealings with third-party sites and advertisers.

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### Use Policies and Service Rules

### You are responsible for any content and other material that you submit, publish, transmit, or display on, through, or with our Services. You will not use our Services to:

### Upload, post, email, or transmit any User Content that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable content.

### Harm us or third parties in any way.

### Impersonate any person or entity, or misrepresent your affiliation with a person or entity.

### Upload, post, email, or transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

### Upload, post, email or transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other right of any party.

### Upload, post, email, or transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation.

### Upload, post, email, or transmit 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.

### Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

### Intentionally or unintentionally violate any applicable local, state, national or international law or regulation

### Harass or “stalk” another User.

### Collect or store personal data about other Users.

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### Trademarks

### "TESTutor," the TESTutor logo, and any other product or service name or slogan displayed on our Services are pending or registered trademarks of TESTutor and its suppliers or licensors. They must not be copied, imitated or used, in whole or in part, without the prior written permission of TESTutor, Inc. or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "TESTutor" or any other name, trademark or product or service name of TESTutor without our prior written permission. Additionally, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of TESTutor and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not imply endorsement, sponsorship, or recommendation by us.

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### Feedback

### We may provide you with optional ways to provide feedback, suggestions, and ideas about our Services ("Feedback"). By submitting any Feedback, you agree that your disclosure is voluntary, unsolicited, without restriction and will not place us under any obligation. We are free to use the Feedback without compensation to you and can disclose the Feedback to anyone. You agree that we may use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. By accepting your Feedback submission, TESTutor maintains the right to use similar or related ideas previously known to TESTutor, or developed by its employees, or obtained from sources other than you. You give us and our assignees a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose. This includes in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

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### Disclaimer of Warranties

### YOUR USE OF THE SERVICES AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE SERVICE CONTENT EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY SERVICE CONTENT, AND YOU RELY ON THE SERVICES AND SERVICE CONTENT AT YOUR OWN RISK. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH OUR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### TESTutor DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TESTutor WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

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### Limitation of Liability

### TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TESTutor, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF OUR SERVICES AND SERVICE CONTENT. UNDER NO CIRCUMSTANCES WILL TESTutor BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

### TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TESTutor ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF US AND OUR SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SERVICE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES AND SERVICE CONTENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

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### Indemnity

### You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability arising from:

### Your use of the Services, including any data or content transmitted or received by you.

### Your violation of these Terms.

### Your violation of any rights of a third party.

### Your violation of any applicable law, rule or regulation.

### Any claim or damages that arise as a result of any of your User Content or any that is submitted via your account.

### Any other party's access and use of the Service with your unique username, password or other appropriate security code.

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### Legal Notices

### Assignment:

### This Agreement, and any rights and licenses, may not be transferred or assigned by you, but may be assigned by TESTutor without restriction. Any attempted transfer or assignment in violation of the Agreement shall be null and void.

### Governing Law:

### Enforcement of these Terms will be governed by the laws of the Russian Federation.

### Entire Agreement/Severability:

### These Terms, together with any amendments and any additional agreements you may enter into with TESTutor in connection with the Service, constitute the entire agreement between you and TESTutor concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision does not affect the validity of the remaining provisions of these Terms, which remain in full force and effect.

### No Waiver:

### Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

### Notification Procedures: TESTutor may provide notifications to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by TESTutor. TESTutor reserves the right to determine the form and means of providing notifications to our Users. You may opt out of certain means of notification as described in these Terms.

### Contacting Us

If you have any questions or concerns about our Services or these Terms, you may contact us at: [**help@testutor.com**](mailto:help@testutor.com)

Company details in Russian

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