



Pearson Education End User License Agreement

These terms apply specifically to paid Pearson Test of English ('PTE') preparation resources purchased by test takers via Pearson's official platforms, including myPTE. They govern the purchase and use of digital preparation products only and do not apply to the Pearson Test of English itself.

Official PTE preparation resources are optional and are not required to register for, book, or sit a Pearson Test of English. Purchase or use of preparation resources has no impact on test availability, scoring, or administration of Pearson Test of English

These terms constitute an agreement between You and Pearson Education, Ltd, and its direct and indirect affiliates ("Pearson"). Access to or use of the website and/or service for which You seek registration constitutes acceptance of this Agreement. If You do not agree to abide by the terms and conditions of this Agreement, please do not register for or otherwise access or use this Website.

Pearson may change any of the terms in this Agreement at any time. Changes will become effective upon posting. If You do not wish to accept the changes to the terms of this Agreement, You may cancel your access to the relevant website as described below in Section 9.3.

1. The Website

Pearson offers websites and other digital assets and services available through the Internet that require end user registration. The information here refers to these digital assets, including software, products, applications or other services offered in connection with Pearson web properties, collectively as "**the Website**". In the event of a conflict between the terms and conditions of this Agreement and more specific terms and conditions that apply to another Pearson Website or integrated partner Website, the more specific terms and conditions shall prevail with respect to such conflict and only to Websites governed by such other terms of use.

2. Ownership of the Information, Materials and Software of the Website

You expressly acknowledge and agree that (a) the Website contains information, text, software, photos, video, graphics, music, sounds and other material (called "**Materials**") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "**Intellectual Property Rights**"); (b) all rights, title and interest in and to these Materials and Intellectual Property Rights belong solely and exclusively to Pearson or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later.

3. Use of the Information and Materials of the Website

3.1. Limited End User License. . All PTE preparation resources, including any bundles or packages, are licensed to the individual purchaser only, are linked to the purchaser's myPTE account, and may not be transferred, assigned, shared, resold, or otherwise made available to any third party nor used for any commercial purposes.

3.2. Permitted Uses of Materials. You may, on an occasional and irregular basis, include insubstantial portions of Materials from the Website in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes and of a non-commercial nature, does not otherwise diminish the pedagogical or commercial value of the Materials, and is otherwise permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law. In each such instance, You must include proximate to any excerpted Materials all copyright, trademark and other notices from the Website (whether or not included in the particular Materials used), and appropriate source attribution to Pearson and its licensors.

PTE preparation resources are designed to support familiarisation and practice only. They do not replicate live PTE test content or conditions and do not guarantee any particular test score, result, migration outcome, or third-party decision

3.3. Prohibited uses of Materials. Except as You may be expressly permitted by this Agreement under Section 3.2 above or pursuant to express written permission obtained from Pearson, You may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means of any technology without obtaining the prior written authorization of Pearson and any other owner of the Intellectual Property Rights in such Materials.

3.3.1 You may not reproduce, use, sell, transmit, publish, broadcast, or otherwise disseminate or distribute Materials from the Website to anyone, including but not limited to others in the same company, school, college or other organization, whether or not for a charge or other consideration.

3.3.2 You may not post Materials from the Website or answers to test questions provided by the Website to newsgroups, mail lists, electronic bulletin boards, homework sites, content aggregators, file storage services or any other on-line destination.

3.3.3 You may not reproduce any illustrations, charts, photographs, outlines, extensive text excerpts, chapters, or e-books included in the Materials for any use outside of the class with which the Website is being used.

3.4. Permissions. If You wish to request permission to reproduce Materials from the Website for other than the specifically authorized educational purpose, or if You have any questions about the proper way to include any notices required under Section 3.2, use the information available at www.pearsoned.com/permissions to contact the appropriate

Pearson representative. Use of content used under license by Pearson may require the permission of Pearson's licensor. Your use of any Materials by permission must include proximate to the excerpted Materials all copyright, trademark and other notices from the Website (whether or not included in the particular Materials used), and appropriate source attribution to Pearson and its licensors.

4. Availability of the Website and the Materials.

PTE preparation resources are provided as a one-off digital purchase for personal use only. Purchase of preparation resources does not create any ongoing service relationship or entitlement to future updates, content additions, or extensions beyond the stated access period.

Pearson may at any time, with or without notice to You, restrict the use and accessibility of the Website as well as limit the duration and amount of use made of the Website. Other than periodic restrictions for the purposes of routine maintenance, such restrictions are typically only made in extraordinary circumstances which are beyond Pearson's control. Pearson may change or discontinue any portion, feature, or content of the Website at any time with or without notice to You; however, Pearson will make reasonable efforts to provide end users notice of significant changes to the Website when feasible and provide alternative materials if substantial portions of the Website are removed.

Changes to, or removal of, preparation content do not entitle customers to refunds, extensions, or alternative products, except as expressly set out in Section 9.

5. Restrictions on Use of the Website. You agree not to use the Website to:

5.1. impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; including using another person's Login Credentials;

5.2. use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Website, any data or content found on or accessed through the Website or any other Pearson Materials without the prior express written consent of Pearson;

5.3. obtain or attempt to obtain through any means any Materials, End User Content, or any other data, content, software or code available on or through the Website ("Website Content") that have not been intentionally made publicly available either by their public display on the Website or through their accessibility by a visible link on the Website;

5.4. violate any measure employed to limit or prevent access to the Website or Website Content;

5.5. violate the security of the Website or attempt to gain unauthorized access to the Website, Website Content, or computer systems or networks connected to any service of the Website through hacking, password mining or any other means;

5.6. interfere or attempt to interfere with the proper working of the Website or any activities conducted on or through the Website, including accessing any Website Content prior to the time that it is intended to be available to the public on the Website;

5.7. take or attempt any action that, in the sole discretion of Pearson, imposes or may impose an unreasonable or disproportionately large load or burden on the Website or the infrastructure of the Website;

5.8. disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges or to normally post messages, articles, or submissions;

5.9. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

5.10. violate any applicable local, state, national or international law or the academic rules or other policies of Your educational institution or other sponsoring organization; or

5.11. engage in any conduct which otherwise diminishes the pedagogical or commercial value of the Materials.

6. Pearson Privacy Policy for Disclosure of Demographic and Personal Information

6.1. Demographic Information. By using the Website, You agree that Pearson may collect, use, sell, license and otherwise distribute demographic data about Your use of the Website in a form which has been modified so that You may not reasonably be identified to assist in market evaluation, product assessment and improvement, educational research and for other purposes as reasonably determined by Pearson.

6.2. Personal Information. For the purposes of this Agreement, "Personal Information" means information collected by Pearson on this Website or otherwise provided by You which contains identifiable information such as Your name, email, physical address, username, password, and financial account numbers.

6.3. Consent. Consent can be express (for example, electronically by accepting terms describing the intended uses and disclosures of Personal Information) or implied (for example, when You provide Personal Information necessary for a service You have requested). Generally, by providing us with Personal Information, we will assume that You consent to our collection, use and disclosure of such information for the

purposes identified or described in this Privacy Policy, or as otherwise specified at the time of collection.

6.4. Collection, Use and Disclosure of Personal Information. Pearson will not disclose Personal Information associated with Your use of the Website to any third parties not affiliated with Pearson except as set forth in this Agreement. By accepting this Agreement, you acknowledge and agree that Pearson may collect, use and disclose Your Personal Information as permitted and/or required by local privacy regulations applicable to You. By accepting the terms of this Agreement, You explicitly consent to the following uses and disclosures of Your Personal Information (to the extent applicable to You) for the purposes stated herein:

a) Personal Information may be disclosed to and collected, used and/or stored by Pearson, and may be transferred to affiliates of Pearson and/or authorized vendors (vendors that provide services on our behalf subject to the restrictions of this Privacy Policy) for the purposes of hosting, maintaining and supporting the Website, providing technical and customer support, processing payment, and managing and administering our business. Pearson takes reasonable contractual, technical and procedural measures to protect Personal Information and comply with applicable local laws and regulations while it is being processed, handled and/or stored by Pearson and its affiliates or vendors.

(b) Personal Information may also be collected, used, stored and disclosed in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of Pearson or its business or assets, for the purposes of evaluating and/or performing the proposed transaction. Assignees or successors of Pearson or its business or assets may use and disclose Your Personal Information for similar purposes as those described in this Privacy Policy.

6.5. Statistical Data. Some activities within the Website may request users to submit information that is tabulated and stored in a database. The data obtained is used to produce statistics that are integral to the educational value of these activities. Anywhere the requested data is personal in nature, a user's specific responses remain confidential and are not associated with name or e-mail address in any way. By participating in an activity that uses information entered by end users for statistical analysis within the activity, You are giving us consent to include Your data in the study.

6.6. Marketing. Pearson reserves the right to use Personal Information to market its products (i.e. contact users for participation in focus groups, seminars, or product reviews, or provide information on complimentary or upgrade products) only to users ages 13 and

above who have opted in to receive marketing information from Pearson. Pearson does not sell such Personal Information to any third party.

6.7. Access, Correction and Contacting Us. If You wish to access or correct Personal Information provided in connection with this Website, You may make changes through your Website account. Your right to access or correct Personal Information is subject to applicable legal restrictions. We may take reasonable steps to verify Your identity before granting access or making corrections. If You wish to make inquiries or complaints or have other concerns about our Personal Information practices (including regarding the transfer of Personal Information to other jurisdictions), You may complete a form here: [Help Center | Pearson PTE](#)

6.8. Use of "Cookies". You acknowledge and consent to the use of "cookies" in connection with Your activity on the Website. These cookies are retained for as long as You are registered for a Website. Cookies are alphanumeric identifiers that we transfer to Your computer's hard drive through Your web browser when You visit and revisit the Website. Cookies permit us and our service providers to track the pages You visit and the content You view and are necessary for the proper functioning of this Website. Although the information collected through cookies is not itself considered Personal Information, such information may enable us to relate Your use of the Website to other information we have collected about You, including Personal information. If You do not want us to be able to store cookies on Your hard drive, Your browser's help section should be able to tell You how You can disable or filter cookies and how to arrange for Your browser to tell You when You've been sent a new cookie. Disabling certain cookies may, however, limit Your ability to use this Website or certain features of the Website.

6.9. Collection of IP Addresses. When You sign in to the Website, some information such as Your Internet Protocol (IP) address, Internet service provider, operating system, the service from which You arrived, and the time and date of Your visit may be collected automatically as part of the software operation of this environment. This information, while not itself Personal Information, will be linked to You personally through the sign-in process. This information is not visible or accessible to other users of the Website, but is tracked and used by Pearson for administrative purposes and to improve the Website service.

6.10. Nature of Data on the Internet. Due to the complexity and open nature of the Internet, there is always a risk that information collected and/or displayed on the Website may be compromised or accessed notwithstanding the implementation of stringent data security measures by Pearson. To mitigate such risks, You should (a) use secure usernames and passwords and carefully protect them from disclosure; (b) restrict Your access of the Website to secure networks; and (c) implement updated internet security and virus protection software on Your computer system. Should You suspect that Your computer's security has been compromised or that Your username or password may have been accessed by a third party, please complete the form link

here: [Help Center | Pearson PTE](#) Also, change Your password immediately through your account on the Website.

6.11. Cross-Border Transfer of Data. The Personal Information provided to Pearson in connection with this Website will be stored on Pearson's servers or those of its affiliates and/or authorized vendors and will be accessible by authorized employees, agents and contractors of Pearson and its affiliates and authorized vendors. Due to the global nature of the Website, Personal Information may be transmitted, stored and processed in a country other than the one in which You reside ("Resident Jurisdiction"), including primarily in the United States, the European Union and India. Reasonable contractual or other measures Pearson may take to protect Your Personal Information while outside the Resident Jurisdiction are subject to applicable foreign legal requirements, for example, lawful requirements by governmental authorities or court order to disclose Personal Information to government authorities in the countries in which such data may be stored or processed. IF YOU RESIDE IN THE EUROPEAN UNION, CANADA OR OTHER JURISDICTION WITH SIMILAR DATA TRANSFER REGULATIONS, BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU EXPLICITLY CONSENT THAT THE PERSONAL INFORMATION YOU PROVIDE MAY BE TRANSFERRED AND STORED IN COUNTRIES OUTSIDE THE EU, CANADA OR YOUR RESIDENT JURISDICTION, INCLUDING THE UNITED STATES. IF YOU FAIL TO PROVIDE YOUR CONSENT, YOU WILL NOT BE PERMITTED TO ACCESS THE SERVICES FOR WHICH REGISTRATION IS REQUIRED. YOUR PERSONAL INFORMATION SHALL ONLY BE USED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

6.12. Privacy Policy Changes. This Privacy Policy may be revised from time to time. If we intend to use or disclose Personal Information for purposes materially different than those described in this policy, we will make reasonable efforts to notify You. Your continued provision of Personal Information or use of the Website following any changes to this Privacy Policy constitutes Your acceptance of any such changes.

6.13 Video recording Customers are not permitted to audio or video record themselves using any preparation resources and upload these onto the internet or share these virtually. On the occasion in which a test taker has been found to share content from any PTE preparation resources or question on the internet, the preparation will be removed from the test taker's account and the test taker's myPTE account may be closed. This may involve withdrawing a test taker's right to book and sit a Pearson Test of English.

6.14 Test takers must not copy, record (including screen capture), photograph, transcribe, reproduce, or share any PTE preparation content, including questions, prompts, answers, scoring explanations, feedback, or system behaviour. Breach may result in removal of preparation access and suspension or closure of the test taker's myPTE account.

7. Your Other Responsibilities Concerning Registration for the Website

7.1. By registering for the Website under this Agreement, You certify to Pearson that: (a) the information You have provided to Pearson in order to register as an end user is complete, accurate and current; (b) You will notify Pearson within 15 days of any change in Your registration information; (c) that you consent to the receipt of any notice or process at the email and/or mailing addresses provided by You; and (d) that You will not share Your username and password except as expressly authorized under the terms of Your license.

7.2. If any of these certifications is or becomes untrue, or if You do not comply in full with these requirements, Pearson has the right to suspend and/or terminate Your access to the Website.

7.3. You are also responsible for obtaining and using all computer hardware and software required for Your access to and use of the Website and for any charges incurred for Your own access to the Website through an Internet access provider or other third-party website.

7.4. You are responsible for all uses of the Website through Your username and password. You are responsible for protecting and securing Your username and password from unauthorized use and disclosure. In the event that You become aware of or believe there has been any breach of the Website, such as the theft or unauthorized use of Your username and password, You will raise a form here [Help Center | Pearson PTE](#)

8. Security

Pearson uses BigCommerce to provide a secure, robust and reliable payment processing service. Information security is a top business priority and significant investment has been made in security controls and infrastructure to protect customer data.

Pearson and BigCommerce are certified to leading global security standards, including ISO/IEC 27001 (Information Security Management Systems) and PCI DSS Level 1. Their systems and security controls are based on current industry best practice, with multiple layers of technology in place to ensure the confidentiality, authentication and integrity of information.

- Payment systems and networks are designed and maintained to meet strict security standards.
- All sensitive customer and cardholder data is protected through secure handling, storage and processing controls.
- A comprehensive vulnerability management programme is in place to identify and address potential risks.
- Strong access control measures ensure that only authorised personnel can access sensitive information.
- Systems and networks are regularly monitored and tested to maintain ongoing security and performance.
- Pearson maintains a formal information security policy governing all aspects of data protection and risk management.

- Pearson participates in an annual SSAE 18 Type II attestation. This independent audit confirms that our information technology and financial controls are appropriately designed and operating effectively.
- Security controls and infrastructure are continuously reviewed and updated to align with evolving industry standards and emerging threats.

9. Termination of Access

9.1 Refunds Within 14 Days

Digital PTE preparation products are non-refundable once accessed or used, subject only to the limited exceptions set out below.

If, within **14 days** of purchasing a digital product directly from Pearson via an eCommerce transaction, You are dissatisfied with the product, You may request a **full refund**. Upon issuance of the refund, Your access to the product will terminate and this License will end. The refund policy **does not apply** in the following circumstances:

a) Where You have **used** a digital PTE preparation product. "Used" is defined as any of the following:

- commencing a practice test or clicking on any other form of the product you have paid for,
- redeeming an access code,
- if the platform is not myPTE and is automatically delivered, logging into or clicking on the platform containing the purchased product.

b) Where You have **submitted** a practice test for scoring.

c) Purchases made through **retail stores or third parties** including (but not limited to) campus bookstores. Retail purchases are subject to the refund policies of the respective store.

Refund Calculation:

- Any approved refund will be calculated on the **post-tax purchase price**.
- If the product was purchased as part of a **bundle or preparation package**, the refund will only be provided if all resources within the bundle are unused in line with the requirements in section 9.1.
- Where preparation resources are purchased as part of a bundle, individual components have no standalone cash value unless expressly stated at the time of purchase

Refunds will not be granted in the following circumstances:

- Where technical or microphone issues are attributable to the customer. Customers are responsible for performing all prepurchase technical and microphone checks. Test takers are solely responsible for ensuring their microphone, audio settings, and testing environment meet required standards. Audio distortion, background noise, or technical issues originating from the customer's device or environment may negatively affect scores.

- Where a test taker reviews the content and decides the resource is not what they expected.
- Where a test taker uses the PTE preparation resources in a noisy environment or with background noise.
- A 10 is given as an overall score, or 10s are given for individual scores. This indicates the customer had a technical issue with their microphone that they did not detect or their score was 10.
- A customer's internet connection is lost mid test. The test should be taken in one sitting with a stable internet connection.
- Where a test taker disagrees with the practice score and or feedback they have been given.
- Where a test taker has purchased a preparation package and used any of the resources.
- Where a test taker complains that they were unable to answer questions in a test due to their own time-management skills.
- Where a test taker cannot access their email account to redeem a code, they may contact Customer Service to obtain the same code. It is the customer's responsibility to ensure the code has not been used. Pearson will not replace any code that has already been used by the customer or used fraudulently. Official preparation resources are **not required** to take a PTE test and should not be viewed as a prerequisite.

Refunds will be granted on a PTE preparation resources in line with the above point c, where a practice test result or question results for official Scored Practice Tests is not visible by the test taker within 400 hours (from the time of submission), Pearson customer service will provide a replacement code.

By purchasing a digital product, you expressly request immediate access to digital content and acknowledge that your use of the service will begin immediately. You understand and agree that, once access has been provided and you have started using the service (including clicking on the service, redeeming a code, starting a test, or receiving AI-generated scores or feedback), you lose your right to cancel the purchase during any applicable cooling-off period. Refunds will not be provided once the service has been accessed or used, except where required by applicable law.

9.2 Commencement and Duration of Access

Your access begins on the date you complete the registration or purchase and continues for the **product specific term**, regardless of whether the Website or product is used. Your obligations under this Agreement continue until the term expires or until access is terminated by You or Pearson. Unused access time does not create any right to rollover, credit, extension, or refund.

9.3. Termination or Suspension by Pearson

Pearson may, at its sole discretion, with no further liability to you and with or without notice, suspend or terminate Your access to all or part of the Website if Pearson believes that:

- You (or anyone using Your credentials) have violated this Agreement, or
- Your conduct harms other users, Pearson's content providers, the Website, or Pearson's interests.

Upon termination, Your rights to use the Website cease immediately.

9.4 Extensions of Access

Pearson does **not** grant free extensions to digital preparation products. The access duration for all products is clearly stated in the order confirmation email. It is the customer's responsibility to review this information. Requests to extend access beyond the stated term—whether due to unused time or personal circumstances—will **not** be approved. Once the stated access period has expired, access cannot be reactivated or extended free of charge, and expired access does not entitle the customer to a refund, credit, replacement code, or new access period.

10. Your Remedies. Pearson's entire liability to You, and Your sole and exclusive remedy, regarding the use of the Website shall be the replacement of a username or password if a currently valid username or password fails to allow access to the Website. Pearson does not provide refunds or replacement access in the event of lost or misplaced access codes. Your sole right with respect to any disagreement or dissatisfaction with (a) this Agreement, as modified from time to time, (b) registration cost or other charges for the use of the Website, (c) access to, use of, or performance of the Website, or (d) any Website Content, is to terminate Your access as provided for in Section 9.4.

11. Disclaimer of Warranties

11.1. PEARSON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE. THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SOFTWARE ACCESSIBLE THROUGH THE WEBSITE ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, PEARSON DISCLAIMS ALL WARRANTIES AND CONDITIONS, LEGAL, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING OR RELATING TO PRODUCTS OR WEBSITES FURNISHED TO LICENSEES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE WEBSITE. PEARSON ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE WEBSITE WILL BE AVAILABLE OR ERROR FREE OR WHETHER ANY INFORMATION ON THE WEBSITE OR ANY

WEBSITE WITH WHICH THIS WEBSITE IS LINKED IS ACCURATE, COMPLETE, OR CURRENT. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF THE INFORMATION, OPINIONS, AND OTHER MATERIALS INCLUDED ON THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11.2. You expressly agree that Your use of the Website is at Your sole risk. No statement, information or advice, including, but not limited to, statements regarding capacity, suitability for use or performance, whether made by a Pearson employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by Pearson for any purpose or give rise to any liability of Pearson whatsoever, and You agree that You will not rely on any such statement, information or advice.

11.3. Where Pearson is a distributor, rather than a publisher, of Materials accessible through the Website, Pearson exercises no more editorial control over such Materials than does a typical public library, bookstore or newsstand. The views and opinions expressed in such information do not necessarily reflect those of Pearson or its content providers or licensors. Neither Pearson nor its content providers or licensors make any warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

12. Limitation of Liability

12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PEARSON AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, VENDORS, AND CONTRACTORS (collectively "Pearson Related Parties") SHALL IN NO EVENT BE LIABLE FOR ANY CLAIMS, CHARGES, DEMANDS, DAMAGES, LOSSES, EXPENSES OR OTHER LIABILITIES OF WHATEVER NATURE ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE - INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS CAUSED BY YOUR RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, WEBSITES, SOFTWARE OR PRODUCTS OBTAINED ON THE WEBSITE, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATIONS FAILURE, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS OR WEBSITES, OR OTHER LOSSES OF ANY KIND OR CHARACTER RELATED TO YOUR USE OF THE WEBSITE -- EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING PROCEDURES FOR DATA BACK-UP AND VIRUS-CHECKING AS YOU CONSIDER

NECESSARY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12.2. If, notwithstanding the foregoing, Pearson were to be held liable for damages, then regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), in no event shall the maximum liability of Pearson and the Pearson Related Parties exceed, either jointly or severally, the aggregate dollar amount paid by You to Pearson in the twelve (12) months prior to the claimed injury or damage. All of the provisions of this section are also for the benefit of Pearson's directors, officers, shareholders, employees, affiliates, agents, third-party content providers, licensors, and anyone else involved in creating, producing or distributing the Website, and each shall have the right to assert and enforce these provisions directly on their own behalf.

13. Indemnification by You. To the fullest extent permitted by law, You agree to defend, indemnify and hold harmless Pearson and the Pearson Related Parties from and against any and all claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising (including, but not limited to, any legal or other professional fees and the costs of defending or prosecuting any claim), incurred or suffered by Pearson and/or the Pearson Related Parties, directly or indirectly, by reason of any act or omission which You or any of Your agents, contractors, employees or representatives commit in breach of this Agreement or in violation of any third-party rights or any laws or regulations that may apply to Your use of the Website or any Website Content.

14. Notices, Reporting and Questions

Pearson may give notice to You by electronic mail, Notice by Pearson shall be effective on the date that Pearson makes a good faith effort to reach You.

You shall give notice to Pearson as stated below. Notice by You shall be effective on the date that Pearson actually receives the notice.

[Help Center | Pearson PTE](#)

Notice of change to Your registration information is to be done through the account management function provided on the Website.

Any questions about this Agreement, the Website, its availability, security or the Materials contained on it (including any concerns or reports regarding broken links, prohibited End User Content, or any other technical or customer support issues) may be reported to the contact above. If Your question or concern pertains to particular content or links on the Website, please include the originating Pearson page URL, any linked page URL and a description of the content in question to ensure Pearson can quickly respond to the issue.

15. Choice of Law and Forum.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any and all actions, disputes or controversies relating to the Agreement or the Website will be decided by courts of competent jurisdiction, and You

consent to the jurisdiction and venue of those courts and irrevocably consent to the service of process via email and/or delivered personally or mailed by certified or registered mail, return receipt requested, at the mailing address set forth in Your registration information. This Agreement, Your and Pearson's rights and obligations under the Agreement, and any disputes or disagreements regarding the Website will be governed by and construed subject to the choice of law and forum selection provisions below; provided, however, that nothing in this paragraph is intended to limit or contravene the applicability of the local privacy and data security regulations which would otherwise govern the collection, disclosure and use of Your Personal Information.

a. If You reside in the US or have registered to use a Website provided by a US-based Pearson company, this Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of New York, State of New York in the event of any claim arising from Your use of the Website or this Agreement. If You are an office, agency or branch of the United States Government, You are provided the Website as a commercial item and with only those rights as are set forth in this Agreement, pursuant to 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227-7202-4, and corresponding sections of applicable and corresponding agency Federal Acquisition Regulations ("FARs").

b. If You reside in Canada or have registered to use a Website provided by a Canada-based Pearson company, this Agreement shall be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in the province of Ontario in the event of any claim arising from Your use of the Website or this Agreement.

c. If You reside outside of the US and Canada or have registered to use a Website provided by a Pearson company doing business outside of the US and Canada, this Agreement shall be governed and construed in accordance with the laws of England, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in England in the event of any claim arising from Your use of the Website or this Agreement.

16. Compliance with United States Export Requirements

If you have registered to use a Website provided by a US-based Pearson Company, this Agreement and Your use of the Website are subject to any laws, regulations, orders or other restrictions on export from the United States of America (which we will call the "U.S.") of certain materials and technical data which may be imposed from time to time by the U.S. Government. Therefore, You will not transfer, directly or indirectly, by electronic means or otherwise, any Website Content, or any direct products thereof, to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or other governmental approval at the time of export without first obtaining such license or approval. Pursuant to current restrictions of the U.S. Government, nationals of Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria may not use or access the Website or Website Content at this time.

17. DMCA. If You believe that any content on the Website or any Third Party Site accessed via the Website contains infringing content, malicious code, or any offensive, libelous, or otherwise illegal or inappropriate content, please email: dmca.agent@pearsoned.com. To ensure Pearson can quickly respond to the issue, Your email should include the originating Pearson page URL, the linked page URL and a description of the content in question.

18. FERPA. Pearson takes numerous measures to maintain the security and confidentiality of all student records and comply with requirements of the Family Educational Record Privacy Act (“FERPA”) applicable to the educational records of students residing in the United States. A more comprehensive statement of Pearson’s FERPA policy can be found at <http://media.pearsoncmg.com/cmgi/ferpa/ferpa.html>. For more information about FERPA generally, see the US Department of Education’s website at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

19. Miscellaneous

19.1. This Agreement is personal to You, and You may not assign, transfer or delegate Your rights or obligations under this Agreement to anyone. Pearson may assign or delegate its rights or obligations under this Agreement.

19.2. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.3. You acknowledge that Pearson will be irreparably harmed by any breach of this Agreement by You or by Your unauthorized use of the Website or Website Content and, further, that monetary damages may not be a sufficient remedy for such harm. You agree that Pearson shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by You or by Your unauthorized use of the Website or Website Content.

19.4. This Agreement is the entire agreement between Pearson and You with respect to the Website. Headings in this Agreement are for Your convenience only and do not have any legal meaning or effect. If Pearson waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by Your or Pearson’s conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses. In addition to being a part of the registration form, this Agreement resides on the Website under the “License Agreement” link so that You may reference it at any time.

19.5 All questions within the PTE preparation resources must be attempted to provide an overall skill score and 4 individual skill scores.

19.6 Any PTE preparation resources or practice question provides a test taker with an indication of the score they may receive. There is no guarantee that the test taker will receive the same score in the real test. Test performance and scores on a practice question/test and the real test can differ. PTE preparation resources content and scoring models may differ from those used in the Pearson Test of English. Pearson may update, modify, or improve scoring algorithms without notice.

19.7 Pearson are unable to provide more feedback on any PTE preparation resources beyond the overall score and the 4 skill scores.

19.8 There is no guarantee that the PTE preparation resources score will be returned in 48 hours. It may take up to 400 hours (from the time of submission) for a score to be returned. If a score is not returned 400 hours after the test has been submitted, the test taker may be provided with a replacement or a refund for the specific practice test in line with conditions in clause 9,c

19.9. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

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