iTEP Terms of Service Agreement (October 2025)



iTEP Terms of Service Agreement

This Terms of Service Agreement (the "Agreement") is entered into by and between iTEP International LLC ("iTEP," "Company," "We," "Us," or "Our") and the entity or individual agreeing to these terms ("User," "You," or "Your"), which may be a Third-Party Integrator, a Partner Organization, or an Administrator acting on behalf of a Partner Organization.

Preamble

This Agreement outlines the terms and conditions governing Your access to and use of iTEP's English language testing services, Application Programming Interfaces (APIs), testing platform, test content, grading services, reporting functionalities, and associated support services (collectively, the "Services"). By accessing, using, or registering for the Services, You acknowledge that You have read, understood, and agree to be bound by this Agreement.

1. Introduction and Acceptance of Terms

1.1. Parties to the Agreement
This Agreement establishes a legally binding contract between iTEP, the provider of the Services, and You, the User. "User" encompasses Third-Party Integrators who utilize iTEP's API, Partner Organizations (such as educational institutions or corporations) authorized to administer iTEP tests, and Administrators designated by such Partner Organizations to manage test-related activities. The nature of the relationship is one of independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship.

1.2. Acceptance of Terms
Your access to or use of any part of the Services, including the iTEP website, API, or testing platform, or the creation of an account, signifies Your unconditional acceptance of, and agreement to, be bound by all terms and conditions set forth in this Agreement. This includes any policies incorporated herein by reference, such as the iTEP Privacy Policy, and all applicable local, state, national, and international laws and regulations. If You are an individual accepting these terms on

behalf of an entity (such as a Partner Organization or Third-Party Integrator), You represent and warrant that You have the legal authority to bind that entity to this Agreement. If You do not agree to all the terms and conditions of this Agreement, You must not access or use the Services. The act of using the Services or clicking an "I Agree" (or similar) button or checkbox, where provided, constitutes an electronic signature and demonstrates Your intent to be legally bound. This clear mechanism for acceptance is vital for the enforceability of this Agreement, ensuring a mutual understanding that Your actions form a binding contract.

1.3. Modification of Terms

iTEP reserves the right, at its sole discretion, to modify or replace any part of this Agreement at any time. Such modifications may be necessary to conform to current practices, comply with changing regulatory requirements, or for other similar purposes. Should iTEP modify this Agreement in a manner that materially changes the terms or scope of the Services made available to You, We will make reasonable efforts to notify You. Notification methods may include posting the revised Agreement on the iTEP website, sending an email to the address associated with Your account, or providing notice through the Services themselves. The "last updated" date at the top of this Agreement will indicate the latest revision. Your continued use of or access to the Services following the posting or notification of any changes to this Agreement constitutes acceptance of those changes.1 It is Your responsibility to periodically review this Agreement for updates. This process for modification allows iTEP to adapt its terms to evolving needs while providing transparency to Users.

1.4. Eligibility

To use the Services, You must be at least 18 years of age or the age of legal majority in Your jurisdiction, and capable of forming a binding contract. If You are accepting this Agreement on behalf of a company, organization, or other legal entity, You represent and warrant that You have the full authority to bind such entity and its affiliates to this Agreement. If You do not have such authority, or if You do not agree with the terms of this Agreement, You must not accept this Agreement and may not use the Services. If a user is under the age of 18, they may only use the Services with the permission and supervision of a parent or legal guardian. By allowing a minor to use the Services, the parent or legal guardian agrees to be bound by the terms of this Agreement and is responsible for the minor's use of the Services. In the case of schools or other organizations, they represent and warrant that they have obtained all necessary parental or guardian consent required for minors to use the Services.

The Services are not intended for use by individuals who are not legally eligible to enter into such agreements. This provision is critical, particularly for iTEP's relationships with Partner Organizations and Third-Party Integrators, as it ensures that the individual accepting the terms can legally commit the entire organization, thereby securing iTEP's contractual standing with the entity itself.

2. Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- "Administrator" means an individual authorized by a Partner Organization to manage Test Taker accounts, schedule and oversee testing events, have access to Test Data (if permitted to), and utilize other administrative functionalities of the iTEP platform on behalf of the Partner Organization.
- "API" refers to iTEP’s Application Programming Interface(s), including any associated software development kits (SDKs), tools, code, technology, and documentation or materials provided or made available by iTEP to Third-Party Integrators for the purpose of integrating iTEP Services with external applications.4
- "Confidential Information" means all non-public information disclosed by iTEP to User, or by User to iTEP, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of iTEP includes, but is not limited to, Test Materials, unpublished Test Data, business strategies, financial information, technical data, API keys, and the terms of this Agreement.
- "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- "iTEP Branding Guidelines" means the official guidelines, as may be provided and updated by iTEP from time to time, governing the use of iTEP’s trademarks, service marks, trade names, logos, and other brand features.
- "Partner Organization" or "Partner" means an educational institution, corporation, government agency, or other entity that has entered into an agreement with iTEP, or is otherwise authorized by iTEP, to administer iTEP tests to Test Takers for purposes such as admissions, placement, progress monitoring, or employment.
- "Services" means all services provided by iTEP under this Agreement, including but not limited to access to and use of the iTEP testing platform, the API, Test Materials, test administration tools, grading services, result reporting, customer support, and any other related services or functionalities offered by iTEP.1
- "Test Data" means all data generated in connection with the administration and taking of iTEP tests. This includes, but is not limited to, Test Takers' responses to test questions, scores, performance metrics, proficiency levels, and any personally identifiable information (PII) collected from or about Test Takers by iTEP or by a Partner Organization in connection with any administration of an iTEP test. The precise definition of Test Data is fundamental, as it forms the basis for subsequent clauses on intellectual property ownership and data usage restrictions, ensuring iTEP's control over these core assets.
- "Test Materials" means all components of iTEP tests, whether in digital, paper, or any other format. This includes, but is not limited to, test questions, prompts, passages, audio files, video files, images, instructions, test design, structure, sequence, scoring rubrics, answer keys, and the underlying software, technology, and methodologies used in the development, delivery, and scoring of iTEP tests.8 Clarity in defining Test Materials is crucial for protecting iTEP's proprietary examination content.
- "Test Taker" means an individual who registers for, is scheduled to take, or takes an iTEP test.

- "Third-Party Integrator" or "Integrator" means an entity that is authorized by iTEP to access and use the API to develop, implement, or offer applications or services that interoperate or integrate with iTEP Services.
- "User Content" means any data, information, materials, or content (excluding Test Data) provided, submitted, or uploaded by a User (including Partner Organizations, Administrators, or Third-Party Integrators) to the Services or through the API in connection with their use of the Services. This may include account registration information, configuration settings, or data transmitted for the purpose of initiating test sessions. It is important to distinguish User Content, which the User generally owns or has rights to, from Test Data, which is generated through interaction with iTEP's proprietary Test Materials and is owned by iTEP. This distinction helps preempt potential ownership disputes over different categories of data within the system.

3. API Integration Terms (For Third-Party Integrators)

This section applies specifically to Third-Party Integrators who access and use iTEP’s API.

3.1. API License Grant and Scope of Use
Subject to the terms and conditions of this Agreement, iTEP grants the Integrator a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the API and any accompanying documentation solely for the purpose of developing, testing, supporting, and operating applications or services ("Integrated Applications") that interoperate with the iTEP Services as contemplated by this Agreement and the API documentation. This license is granted for the term of this Agreement only. The Integrator has no right to distribute, resell, or allow direct access to the stand-alone API itself. This carefully defined license provides the necessary permissions for integration while maintaining iTEP's control over its API as a strategic asset.

3.2. API Integration Expectations

- 3.2.1. Adherence to Developer Documentation and Usage Guidelines The Integrator's access to and use of the API, and the display of any content or data obtained thereby, must strictly comply with all technical documentation, developer guides, usage policies, security protocols, and other guidelines provided or made available by iTEP, as may be updated from time to time ("Developer Documentation"). The Developer Documentation is incorporated by reference into this Agreement. This requirement establishes a dynamic link between the legal terms of this Agreement and evolving technical standards, allowing iTEP to update technical requirements through the Developer Documentation without necessitating frequent amendments to this core Agreement, thereby ensuring integrations remain stable, performant, and compliant with current best practices.
- 3.2.2. Call Volume Limits iTEP reserves the right to set and enforce limits on the number and frequency of API calls that an Integrator can make, or on the amount of data that can be transmitted or processed via the API, at its sole discretion.4 Such limits may be specified in the Developer Documentation or communicated separately. Exceeding these limits may result in throttling, suspension of API access, or require the Integrator to enter into a separate commercial agreement with iTEP for increased capacity or different usage tiers. This provision protects iTEP's infrastructure from overload and provides a framework

for potential monetization of high-volume API usage, a common practice in the industry.

3.3. API Restrictions

Except as expressly and unambiguously authorized under this Agreement or by iTEP in writing, the Integrator shall not, and shall not permit any third party to:

- Sublicense, sell, lease, rent, assign, distribute, or otherwise transfer or make the API or any data or content obtained through the API available to any third party, except as incorporated into the Integrated Application and used by end-users of such application in accordance with this Agreement.
- Copy, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive or discover the source code, underlying ideas, algorithms, structure, or organization of the API, the iTEP Services, or any Test Materials or Test Data, except to the extent expressly permitted by applicable law notwithstanding this limitation.11
- Use the API to develop, support, or operate any application, product, or service that is competitive with or substantially similar to the iTEP Services, or that replicates or attempts to replicate the core functionality of iTEP tests or services.7
- Remove, obscure, or alter any iTEP proprietary notices, trademarks, or disclaimers affixed to or contained within the API, Developer Documentation, or any data or content obtained through the API.
- Use the API to monitor the availability, performance, or functionality of the iTEP Services for any competitive purpose.
- Interfere with, disrupt, or attempt to gain unauthorized access to the API, iTEP Services, iTEP's networks or servers, or the accounts of other iTEP users.
- Bypass, disable, or circumvent any security measures, rate limits, authentication mechanisms, or other usage restrictions implemented by iTEP in connection with the API or Services.
- Use the API for any illegal, fraudulent, malicious, or unauthorized purpose, or in any manner that infringes upon or violates the Intellectual Property Rights, privacy rights, or any other rights of iTEP or any third party.
- Transmit any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature through the API or to the iTEP Services. These detailed restrictions are vital for protecting iTEP's intellectual property, maintaining the integrity and security of its Services, and safeguarding its business model from unfair competition or misuse of its API.

3.4. Security and API Key Management

iTEP will provide the Integrator with unique API credentials (such as API keys, client IDs, or access tokens, collectively "API Keys") to access the API. The Integrator is solely responsible for maintaining the confidentiality and security of its API Keys. API Keys must not be shared with any third party, embedded in publicly accessible client-side code, or stored in an insecure manner. The Integrator must implement and maintain appropriate administrative, physical, and technical safeguards to protect its API Keys from unauthorized access, use, or disclosure. The Integrator agrees to notify iTEP immediately in writing of any suspected or actual unauthorized access to or use of its API Keys or any other security breach related to the API. iTEP reserves the right to revoke

or suspend API Keys and access to the API at any time if iTEP suspects a security compromise or a violation of this Agreement.11 The secure management of API Keys is paramount, as their compromise could lead to significant security incidents and unauthorized access to iTEP Services and data.

3.5. Data Handling and Privacy (API Specific)
The Integrator acknowledges that its use of the API may involve the transmission of data, including potentially Test Taker PII (e.g., when registering a Test Taker for a test via the API or retrieving test results). The Integrator agrees to handle all such data, particularly PII, in strict compliance with iTEP's Privacy Policy, this Agreement, all applicable data protection laws and regulations (such as GDPR, CCPA, etc.), and industry best practices for data security and privacy. The Integrator shall not use, disclose, sell, or retain any PII obtained via the API for any purpose other than as expressly permitted by iTEP for the provision of the Integrated Application and in accordance with the consents obtained from Test Takers. The Integrator must implement robust security measures to protect such data from unauthorized access, disclosure, alteration, or destruction, treating it with a level of care no less than that applied to its own highly sensitive information.

3.6. iTEP Branding Requirements for API Integrations
If the Integrated Application displays iTEP tests, test results, or otherwise makes reference to iTEP or its Services, the Integrator must adhere to the iTEP Branding Guidelines provided by iTEP. The Integrator shall not use iTEP's trademarks, logos, or brand features in any way that implies an endorsement, partnership, or affiliation not expressly authorized by iTEP, or in a manner that is misleading, defamatory, or that disparages iTEP or its Services. The Integrator must clearly attribute iTEP as the source of the tests and results and must not misrepresent or obscure this attribution. iTEP reserves the right to require changes to the Integrator's use of iTEP branding if it deems such use to be inconsistent with the iTEP Branding Guidelines or detrimental to iTEP's brand.

4 . Partner and Administrator Account Terms

This section applies specifically to Partner Organizations and their designated Administrators using the iTEP platform and Services.

4.1. Account Registration and Responsibilities
Partner Organizations and their Administrators must provide accurate, current, and complete information during the account registration process and maintain the accuracy of such information throughout the term of this Agreement. Each Administrator will be provided with unique credentials (e.g., username and password) to access the iTEP platform. Partner Organizations and Administrators are responsible for maintaining the confidentiality of all account credentials and for all activities that occur under their accounts, whether or not authorized by them. They agree to use all reasonable endeavors to prevent any unauthorized access to or use of their accounts and the iTEP platform and to notify iTEP immediately in writing of any unauthorized use or suspected security breach. iTEP will not be liable for any loss or damage arising from failure to comply with these security obligations.

4.2. Test Distribution

4.2.1. Testing Events Feature and Assistance with Test Distribution

The iTEP platform provides features to enable Partner Organizations and Administrators to schedule, manage, and monitor testing events for their Test Takers. Partner Organizations are responsible for utilizing these features in accordance with iTEP’s instructions and guidelines. iTEP's role is to provide the platform, Test Materials, and support for test delivery. The Partner Organization is responsible for all aspects of local test distribution, including but not limited to scheduling specific test sessions, communicating test details and instructions to Test Takers, ensuring Test Takers meet eligibility requirements, and managing the physical or virtual testing environment.8

4.2.2. Template Use Guidelines

iTEP may provide Partner Organizations with templates or sample materials (e.g., for Test Taker communications, test event setup instructions, or local policy addenda). Such templates are provided for convenience and must be used in accordance with any instructions provided by iTEP. Partner Organizations are responsible for ensuring that any use or modification of such templates complies with applicable laws and accurately reflects the testing procedures.

4.2.3. Testing Frequency (7-day policy)

iTEP implements a policy regarding the frequency with which an individual Test Taker may attempt an iTEP test. Unless otherwise specified by iTEP for a particular test product or program, a Test Taker may not retake the same iTEP test within seven (7) calendar days of their previous attempt. Partner Organizations and Administrators are responsible for enforcing this policy when scheduling tests for Test Takers. This policy is designed to maintain test security, prevent overexposure of Test Materials, and ensure the validity of test results. iTEP reserves the right to invalidate test results obtained in violation of this policy. The clear definition of such operational policies is crucial to manage expectations and ensure consistent application across all partners.

4.2.4. Advance Notice for Guaranteed 24-Hour Grading (Service Level Expectation)

iTEP may offer an expedited grading service, such as guaranteed 24-hour grading turnaround, for certain tests or under specific programs. To be eligible for such guaranteed service levels, Partner Organizations must provide iTEP with advance notice of scheduled testing events as specified by iTEP (e.g., a minimum number of business days prior to the test date). The specific terms, conditions, notice periods, and any applicable fees for expedited grading will be communicated by iTEP separately or in applicable service descriptions. "Guaranteed 24-hour grading" typically refers to the period within which scores will be made available following the completion of the test by the Test Taker, subject to iTEP's operational hours and any unforeseen circumstances. This provision manages expectations for a premium or specific service level, and its inclusion in the terms provides a contractual basis for its offering.

4.3. iTEP Branding Requirements for Partners

Partner Organizations agree to use iTEP’s name, trademarks, service marks, logos, and test names (collectively, "iTEP Marks") strictly in accordance with the iTEP Branding Guidelines as provided and updated by iTEP from time to time.10 This includes any use of iTEP Marks in promotional materials,

websites, communications to Test Takers, or in connection with the administration of iTEP tests. Partner Organizations shall not alter iTEP Marks, use them in a misleading manner, or combine them with any other branding in a way that suggests a joint product or endorsement not approved by iTEP, or that could cause confusion as to the source or ownership of the iTEP tests. Adherence to these guidelines is important for protecting iTEP's brand identity and ensuring a consistent and professional representation in the market.

4.4. Test Administration

4.4.1. Expectations for Partners/Admins (Proctoring, Environment)
Partner Organizations and their Administrators are fundamentally responsible for ensuring the integrity, security, and proper conduct of all iTEP test administrations they oversee. This includes, but is not limited to:

- Providing a quiet, secure, and distraction-free testing environment suitable for standardized testing (as directed by iTEP guidelines), whether physical or virtual.
- Secure all cell phones, watches, and other non-medical technological devices from test stations.
- Ensuring that all Test Takers are properly identified according to iTEP’s requirements before commencing a test.
- Implementing and enforcing iTEP’s proctoring (invigilation) guidelines, which may include requirements for live proctoring, record-and-review proctoring, or specific technology-assisted proctoring solutions. Proctors must be properly trained in iTEP test administration policies and procedures.
- Actively monitoring Test Takers during the examination to prevent cheating, collusion, use of unauthorized materials (e.g., notes, books, electronic devices unless expressly permitted), or any other form of academic misconduct.
- Ensuring that no unauthorized individuals are present in the testing room or can communicate with Test Takers during the exam.
- Strictly adhering to all test administration scripts, instructions, and procedures provided by iTEP.
- Reporting any testing irregularities, security breaches, or suspected misconduct to iTEP immediately. The detailed enumeration of these responsibilities underscores the reliance iTEP places on its Partners to uphold test standards at the point of delivery, forming a distributed responsibility model critical for the scalability and credibility of iTEP testing.

4.4.2. Test Issues (User Error and Resolution - Reset Policy)
iTEP understands that minor technical issues or Test Taker errors can occasionally disrupt a testing session. In the event of a test interruption due to a verifiable Test Taker error (e.g., accidental browser closure, minor local computer issue not attributable to iTEP's platform) or a minor, isolated technical glitch on the Test Taker's end, iTEP may, at its sole discretion, offer resets or restarts of the affected test session for the specific Test Taker. Resets are not a guaranteed right and will be considered on a case-by-case basis. The Partner Organization or Administrator must promptly report the issue to iTEP with detailed information. A reset, if granted, typically allows the Test Taker to restart the test or resume from the point of interruption, potentially with previous responses erased, but without losing the test opportunity. This policy does not apply to issues caused by

failure to meet the Technical Requirements (Section 4.4.3), repeated errors, or suspected misconduct. This provision offers a fair mechanism for addressing minor issues while preventing abuse of reset privileges.

4.4.3. Technical Requirements for Test Delivery

To ensure the smooth and reliable delivery of iTEP online tests, Partner Organizations and Test Takers must ensure that their computer systems, network configurations, and testing environments meet the minimum technical requirements specified by iTEP. These requirements may be updated by iTEP from time to time and will be made available in the Developer Documentation, on the iTEP website, or through other communications. iTEP is not responsible for, and disclaims all liability for, any test disruptions, errors, performance issues, or inability to complete a test that result from the failure of the Partner Organization, Administrator, or Test Taker to meet these specified technical requirements.18 This clear delineation of responsibility for the local testing environment is a crucial risk mitigation strategy for iTEP, protecting it from liability for issues outside its direct control.

Minimum Technical Specifications for Test Delivery

Component	Specification
Operating System	Windows 10 or later; macOS 10.15 (Catalina) or later
Processor	Intel Core i3 or equivalent / Apple M1 or later
RAM	Minimum 4GB
Browser	Latest official version of Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge
Internet Connection	Stable broadband/high-speed connection: Minimum 100 Mbps download / 20 Mbps upload
Screen Resolution	Minimum 1024 x 768 pixels. One monitor only, built in or wired connection.
Webcam	Functional internal or external webcam with clear video quality. If external, must be wired.
Microphone	Functional internal or external microphone with clear audio input
Speakers/Headphones	Functional speakers or headphones for audio output
Software Permissions	Ability to install iTEP secure browser or proctoring software, if required. Administrator rights may be needed on the testing computer. No use of virtual machines.

Note: These specifications are subject to change. Refer to official iTEP documentation for the most current requirements.

5. Result Reporting and Test Validity

5.1. Information Shared with Individual Test Taker
Following the completion and scoring of an iTEP test, iTEP will make certain information available directly to the individual Test Taker. This typically includes their overall score, scores for different sections or skills assessed, and corresponding proficiency level descriptions. Depending on the specific iTEP test, additional diagnostic feedback or performance indicators may also be provided to help Test Takers understand their strengths and areas for improvement. Access to this information is usually provided through on the iTEP platform.

5.2. Information Shared with Partner Organization
iTEP will share Test Data with the Partner Organization that sponsored, registered, or administered the test for a Test Taker. This information typically includes the Test Taker's scores, proficiency levels, and any other data elements agreed upon between iTEP and the Partner Organization, consistent with iTEP’s Privacy Policy and applicable data protection laws. Partner Organizations may use this information for their legitimate educational or institutional purposes, such as student placement, progress tracking, program evaluation, or admissions decisions. Aggregate data or anonymized reports may also be provided to Partner Organizations for analytical purposes.

5.3. Restrictions on Score Reporting and Public Dissemination
The official source for iTEP test scores is iTEP. While Test Takers and authorized Partner Organizations will receive score reports, the public dissemination of individual Test Taker scores by Partner Organizations or Third-Party Integrators is subject to restrictions. Partner Organizations and Integrators shall not publicly display, publish, or otherwise disseminate individual Test Taker scores or PII associated with test results without the explicit consent of the Test Taker and in compliance with applicable privacy laws. iTEP considers its detailed test results and scoring methodologies to be sensitive and proprietary. Any public reporting of aggregate iTEP test data by Partner Organizations must be done in a manner that does not compromise Test Taker anonymity, test security, or iTEP's Intellectual Property Rights, and should follow any guidelines provided by iTEP. This nuanced approach balances transparency with the critical need to protect privacy and test integrity.

5.4. Test Invalidation (Grounds, Process, Notification)
iTEP reserves the right to invalidate any test score if it determines, in its sole discretion, that the score is unreliable or that the integrity of the test has been compromised. Grounds for test invalidation include, but are not limited to:

- Any form of Test Taker misconduct, such as cheating, attempting to cheat, impersonation, use of unauthorized aids, or communication with others during the test.
- Non-compliance with iTEP’s test administration rules and procedures by the Test Taker, Administrator, or Partner Organization.
- Technical issues or environmental disturbances that significantly impair the validity of the test administration.
- Evidence of unauthorized access to or dissemination of Test Materials prior to or during the test.
- Detection of rule-breaking or violation of this Agreement after a score has been issued (decertification).
- Failure to meet eligibility requirements for the test.

If iTEP suspects grounds for invalidation, it may conduct an investigation. If a test score is invalidated, iTEP will notify the Test Taker and, if applicable, the Partner Organization that administered or sponsored the test, and any institution that received the score. The notification will generally include the reason for invalidation. Consequences of test invalidation may include cancellation of the score, forfeiture of test fees, and, in cases of serious misconduct, a ban from taking future iTEP tests. This commitment to integrity and transparent communication regarding invalidations is crucial for maintaining the trustworthiness of iTEP certifications.

5.4.1. Webhook Notification for Invalidation For Third-Party Integrators or Partner Organizations utilizing API integrations, iTEP may offer webhook notifications for events such as test invalidation. If this functionality is provided, details regarding the setup and use of such webhooks will be available in the API Developer Documentation. This mechanism allows for automated, near real-time updates to integrated systems when a test score status changes, which is particularly important for systems that rely on iTEP scores for automated decision-making.

6. Post-Test Services

6.1. Score Review Process
iTEP may offer a process for Test Takers or, in some cases, Partner Organizations to request a review of an issued test score if they believe there may have been an error in the scoring process. The availability, scope, procedure, timeline, and any applicable fees for score reviews will be detailed in specific iTEP policies or on the iTEP website. A score review typically involves a re-scoring of specific test components by a different qualified rater or an administrative check of the scoring process. It does not usually involve a re-evaluation of every test item or a fundamental challenge to the test design or content. The outcome of a score review is final. Providing such a mechanism enhances the perceived fairness and transparency of the testing process.

6.2. Updating Test-Taker Information
Test Takers or authorized Administrators acting on their behalf may request corrections or updates to certain Test Taker personally identifiable information (PII) associated with their iTEP account or test record (e.g., correction of name spelling, date of birth). Requests for such updates must be submitted to iTEP customer service in accordance with iTEP’s procedures and may require supporting documentation to verify the requested change. iTEP reserves the right to decline requests for changes that could compromise the integrity of the test record or if sufficient verification cannot be provided. Maintaining accurate Test Taker information is important for the validity of score reports and certificates.

6.3. Sending Out Score Reports
Test Takers can typically request that their official iTEP score reports be sent to designated institutions, such as universities, employers, or licensing bodies. Partner Organizations may also facilitate the sending of score reports for their Test Takers. Official score reports are sent directly by iTEP to the designated recipients to ensure authenticity and prevent tampering. The methods for requesting score sends (e.g., through an online portal), any applicable fees for standard or expedited delivery, and estimated delivery timelines will be specified on the iTEP website or

platform. Institutions generally require scores to be sent directly from the testing organization.

6.4. Certificate Issuance and Validity
Upon successful completion of certain iTEP tests, iTEP may issue an official certificate to the Test Taker, either in digital or physical format, evidencing their performance.29 The process for obtaining a certificate, its format, and delivery method will be specified by iTEP. iTEP test scores and any associated certificates are considered valid for a specific period from the test date, typically two (2) years, unless otherwise stated by iTEP for a particular test or program. After the validity period expires, the scores may no longer be considered an accurate reflection of the Test Taker's current language proficiency, and institutions may require a more recent test result. This defined validity period is critical for maintaining the currency and reliability of scores for decision-making by receiving organizations.

7. Intellectual Property Rights

7.1. Ownership of Service, API, Test Materials, Test Data
The User acknowledges and agrees that iTEP and/or its licensors are and shall remain the sole and exclusive owner of all right, title, and interest in and to the Services, the API, all Test Materials (including but not limited to test questions, prompts, structures, methodologies, scoring algorithms, and software), all Test Data (including individual Test Taker responses, scores, and performance analyses), iTEP’s trademarks, service marks, logos, trade names (the "iTEP Marks"), and all underlying technology, software, documentation, and content provided or made available by iTEP in connection with the Services. This Agreement does not grant the User any ownership rights in or to iTEP’s Intellectual Property. The strong and unequivocal assertion of IP ownership, particularly over Test Materials and Test Data, is a fundamental and non-negotiable aspect for iTEP, as these assets are the primary value drivers and competitive differentiators of its business.

7.2. License to User/Partner/Integrator
Subject to the User's compliance with all terms and conditions of this Agreement, iTEP grants the User a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license, during the term of this Agreement, to access and use the Services and, if applicable, the API, solely for the User's internal business purposes (for Partners and Administrators) or for developing and operating Integrated Applications (for Integrators), strictly as intended and permitted by this Agreement and any accompanying documentation. This license is granted only for the duration of this Agreement and may be terminated by iTEP in accordance with the termination provisions herein. The granting of only a limited license is a direct consequence of iTEP's strong IP ownership, defining the narrow boundaries within which Users can interact with iTEP's IP without infringing.

7.3. Restrictions on Use of iTEP IP
Except as expressly permitted in this Agreement, the User shall not, and shall not permit any third party to:

- Copy, reproduce, modify, translate, adapt, create derivative works from, distribute, sell, lease, sublicense, display, perform, publish, or otherwise transfer or make available any part of the Services, API, Test Materials, Test Data, or other iTEP Intellectual Property.

- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, underlying structure, ideas, know-how, or algorithms relevant to the Services, API, or any iTEP software or proprietary technology.
- Remove, alter, or obscure any copyright, trademark, patent, or other proprietary rights notices affixed to or contained within the Services, API, Test Materials, or documentation.
- Use any iTEP Marks in a manner not authorized by the iTEP Branding Guidelines or this Agreement.
- Use the Services or API to build a competitive product or service, or for any purpose other than those expressly permitted herein.

7.4. User Content/Feedback

The User may, from time to time, provide suggestions, comments, ideas, improvements, or other feedback to iTEP concerning the Services or API ("Feedback"). The User acknowledges and agrees that any and all Feedback is and shall be given entirely voluntarily. iTEP shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. If the User provides or uploads User Content to the Services, the User retains ownership of such User Content but grants iTEP a worldwide, royalty-free, non-exclusive license to host, use, reproduce, modify, adapt, publish, distribute, and display such User Content solely to the extent necessary to provide, maintain, and improve the Services for the User and as otherwise permitted by this Agreement and the iTEP Privacy Policy.

8. Confidentiality

8.1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.43 iTEP's Confidential Information includes, without limitation, all Test Materials (which are also considered trade secrets), unpublished Test Data, details of its test development and scoring methodologies, API keys and technical specifications not publicly released, business plans, financial information, customer lists, and strategic information.30 User's Confidential Information may include specific, non-public data provided by the User to iTEP for the purpose of receiving Services, if so designated. The explicit inclusion of Test Materials and Test Data within this definition is critical, adding a layer of secrecy obligation beyond IP rights, vital for protecting their commercial value and test security.

8.2. Obligations of Receiving Party

The Receiving Party agrees to:

- Use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement.
- Maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that it uses to protect its own confidential information of like kind, but in no event less than a reasonable degree of care.

- Not disclose any Confidential Information of the Disclosing Party to any third party without the Disclosing Party's prior written consent, except as expressly permitted in Section 8.3. The requirement for a "reasonable degree of care" or the "same degree of care as for its own similar information" is a common legal standard that balances robust protection with practical achievability for the Receiving Party.

8.3. Permitted Disclosures
The Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent such disclosure is required by applicable law, regulation, or court order, provided that the Receiving Party (if legally permitted) gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's expense, in any efforts to seek a protective order or other appropriate remedy. The Receiving Party may also disclose Confidential Information to its employees, contractors, agents, or professional advisors ("Representatives") who have a bona fide need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. The Receiving Party shall be responsible for any breach of these confidentiality obligations by its Representatives.

8.4. Term of Confidentiality
The obligations of confidentiality set forth in this Section 8 shall survive the termination or expiration of this Agreement and shall continue for a period of five (5) years from the date of disclosure of the Confidential Information. Notwithstanding the foregoing, with respect to any Confidential Information that constitutes a trade secret under applicable law (such as iTEP Test Materials), the obligations of confidentiality shall continue indefinitely for as long as such information remains a trade secret.44

9. Data Privacy

9.1. Reference to iTEP’s Privacy Policy
iTEP's collection, use, storage, and disclosure of personal information, particularly Test Taker PII, is governed by the iTEP Privacy Policy, which is available on the iTEP website and incorporated by reference into this Agreement.1 Users are encouraged to review the Privacy Policy carefully to understand iTEP's data practices. Incorporating the Privacy Policy by reference allows it to be a more detailed and dynamic document, updated as needed to reflect evolving privacy laws and practices, without requiring frequent amendments to this core Agreement. This modularity is a recognized best practice.

9.2. Partner/Integrator Obligations Regarding Test Taker Data
To the extent that a Partner Organization, Administrator, or Third-Party Integrator collects, accesses, processes, stores, or otherwise handles Test Taker PII in connection with the Services (e.g., during Test Taker registration, API data exchange, or test administration), such User agrees to:

- Comply strictly with the iTEP Privacy Policy, this Agreement, and all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) if applicable, the California Consumer Privacy Act (CCPA) if applicable,

and other relevant local, state, and national privacy laws.
- Implement and maintain appropriate administrative, physical, and technical security measures to protect Test Taker PII from unauthorized access, use, disclosure, alteration, loss, or destruction, consistent with industry best practices and legal requirements.
- Use Test Taker PII solely for the limited purpose of facilitating iTEP testing, providing related services to Test Takers as authorized by iTEP, and fulfilling its obligations under this Agreement. Test Taker PII must not be used for any other purpose without the explicit consent of the Test Taker or as permitted by law.
- Not sell, rent, lease, or otherwise disclose Test Taker PII to any third party except as expressly permitted by iTEP, required by law, or with the Test Taker's consent.
- Promptly notify iTEP of any actual or suspected data breach or security incident involving Test Taker PII and cooperate fully with iTEP in investigating and remediating such incident.
- Cooperate with iTEP in responding to any requests from Test Takers exercising their rights under applicable data protection laws (e.g., rights of access, rectification, erasure). The flow-down of these data protection obligations is critical, reflecting the requirements of modern privacy regulations where iTEP, as a likely data controller, must ensure that its partners and integrators, who may act as data processors or joint controllers, also adequately protect personal data.

10. Term and Termination

10.1. Term of Agreement
This Agreement shall commence on the date the User first accepts it (as described in Section 1.2) and shall continue in full force and effect until terminated by either party as set forth herein.

10.2. Termination by User/Partner/Integrator
The User may terminate this Agreement at any time by ceasing all use of the Services and, if applicable, closing their iTEP account according to the procedures specified by iTEP. For Third-Party Integrators, termination includes ceasing all use of the API and removing any Integrated Applications from operation. Termination by the User does not relieve the User of any obligations accrued prior to the effective date of termination, including any payment obligations.

10.3. Termination or Suspension by iTEP
iTEP reserves the right, in its sole discretion, to suspend or terminate the User's access to and use of the Services or API, in whole or in part, with or without prior notice, for any reason, including but not limited to:

- Any breach or violation by the User of this Agreement, including any policies incorporated herein.
- Any suspected fraudulent, abusive, or illegal activity by the User, or activity that compromises the security or integrity of the Services, Test Materials, or Test Data.
- Non-payment of any applicable fees owed to iTEP.
- If required by law or by a governmental or regulatory authority.
- If the User becomes insolvent, makes an assignment for the benefit of creditors, or is subject to any bankruptcy or receivership proceedings.

- Prolonged periods of inactivity for User accounts.
- If iTEP decides to discontinue or materially modify the Services or API (in which case iTEP will endeavor to provide reasonable notice where feasible). The reservation of these broad rights to terminate or suspend access, particularly for breaches or security reasons, is essential for iTEP to quickly mitigate risks and maintain control over its platform and the integrity of its testing services.

10.4. Effect of Termination
Upon termination or expiration of this Agreement for any reason:

- All rights and licenses granted to the User under this Agreement shall immediately cease.
- The User must immediately cease all access to and use of the Services and API.
- The User must promptly return to iTEP or, if so directed by iTEP, securely destroy all iTEP Confidential Information, Test Materials, and any other iTEP property in the User's possession or control. The User must provide written certification of such destruction upon iTEP's request.
- Any outstanding payment obligations owed by the User to iTEP shall become immediately due and payable.
- The following Sections shall survive any termination or expiration of this Agreement: Section 2 (Definitions), Section 5.3 (Restrictions on Score Reporting), Section 5.4 (Test Invalidation), Section 7 (Intellectual Property Rights), Section 8 (Confidentiality), Section 9 (Data Privacy), Section 10.4 (Effect of Termination), Section 11 (Disclaimers and Warranties), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 14 (Governing Law and Dispute Resolution), and Section 15 (General Provisions).11 The survival of these specified clauses is critical because the end of service use does not automatically extinguish all duties or protections; these provisions are designed to have lasting effect to protect iTEP's core interests and manage risks even after the active service relationship concludes.

11. Disclaimers and Warranties

11.1. "As Is," "As Available" Service
THE USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICES, API, ITEP WEBSITE, TEST MATERIALS, AND ALL RELATED CONTENT AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.3 ITEP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE USE OF "AS IS" AND "AS AVAILABLE" DISCLAIMERS IS AN INDUSTRY-STANDARD RISK MITIGATION TACTIC FOR SOFTWARE AND ONLINE SERVICE PROVIDERS, REFLECTING THE INHERENT COMPLEXITIES AND POTENTIAL FOR IMPERFECTIONS IN TECHNOLOGY SERVICES.

11.2. No Warranties
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITEP AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY,

TIMELINESS, COMPLETENESS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM ITEP OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

11.3. No Guarantee of Uninterrupted Service
ITEP DOES NOT GUARANTEE THAT THE SERVICES OR API WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. THE USER ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT ITEP IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THE SERVICES MAY BE UNAVAILABLE FROM TIME TO TIME DUE TO SCHEDULED MAINTENANCE, SYSTEM UPGRADES, OR EMERGENCY REPAIRS, OR DUE TO FAILURES OF TELECOMMUNICATIONS LINKS AND EQUIPMENT THAT ARE BEYOND ITEP'S REASONABLE CONTROL. THE DISCLAIMER REGARDING THE INTERNET BEING AN "UNREGULATED, PUBLIC NETWORK."

12. Limitation of Liability

12.1. Exclusion of Indirect/Consequential Damages
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ITEP, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USER'S ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, API, OR ANY CONTENT OR MATERIALS THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ITEP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.2. Cap on Direct Damages
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ITEP'S TOTAL AGGREGATE LIABILITY TO THE USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE API, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY THE USER TO ITEP FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) ONE HUNDRED U.S. DOLLARS ($100.00). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THIS TWO-PRONGED APPROACH TO LIMITING LIABILITY—EXCLUDING INDIRECT/CONSEQUENTIAL DAMAGES AND CAPPING DIRECT DAMAGES—IS A STANDARD AND ROBUST STRATEGY FOR SERVICE PROVIDERS TO SIGNIFICANTLY CONTAIN FINANCIAL RISK.

12.3. Exceptions
THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 12.1 AND 12.2 SHALL NOT APPLY TO LIABILITY RESULTING FROM ITEP’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TO LIABILITY

FOR DEATH OR PERSONAL INJURY CAUSED BY ITEP'S NEGLIGENCE, TO THE EXTENT SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO THE USER TO THE EXTENT PROHIBITED BY LAW. THESE EXCEPTIONS ARE OFTEN LEGALLY REQUIRED OR ARE NEGOTIATED POINTS TO ENSURE FAIRNESS AND ACCOUNTABILITY FOR MORE EGREGIOUS ACTIONS OR SPECIFIC HIGH-RISK AREAS.

13. Indemnification

Indemnification clauses are fundamentally about risk allocation, where the party best positioned to control a risk or whose actions give rise to a liability is typically asked to bear the financial consequences.47

13.1. By User/Partner/Integrator

The User agrees to indemnify, defend, and hold harmless iTEP and its affiliates, and their respective officers, directors, employees, agents, licensors, and successors in interest, from and against any and all third-party claims, demands, actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way connected with:

- The User's access to or use of the Services or API in violation of this Agreement or in a manner not authorized by iTEP.
- The User's breach of any representation, warranty, or covenant made in this Agreement, or any violation of applicable laws or regulations.
- Any User Content provided by the User, or the User's Integrated Application (in the case of an Integrator), that infringes upon or violates the intellectual property rights, privacy rights, or other rights of any third party.
- Any claims arising from the User's (e.g., Partner's or Administrator's) administration of iTEP tests, including but not limited to issues related to the testing environment, proctoring, or Test Taker management, except to the extent such claims are directly and solely caused by the gross negligence or willful misconduct of iTEP.
- The negligence, willful misconduct, or fraudulent activity of the User or its employees, agents, or contractors.8 The scope of this indemnification is critical; it should be tied to the User's breach, negligence, or specific responsibilities to ensure fairness and align with insurability.

13.2. By iTEP (Limited)

Subject to the limitations set forth in this Agreement (including Section 12), iTEP agrees to defend the User (Partner Organization or Third-Party Integrator, as applicable) against any third-party claim, suit, or proceeding brought against the User alleging that the User's authorized use of the iTEP Services or API, as provided by iTEP and used strictly in accordance with this Agreement and applicable documentation, directly infringes a valid United States patent, copyright, or trademark of such third party ("IP Claim"). iTEP will pay any damages finally awarded against the User, or any settlement amounts agreed to by iTEP in writing, that are attributable to such IP Claim.
iTEP's obligations under this Section 13.2 are conditioned upon: (a) the User promptly notifying

iTEP in writing of the IP Claim; (b) iTEP having sole control of the defense and all related settlement negotiations of the IP Claim (provided that iTEP will not settle any IP Claim in a manner that admits liability or imposes any payment obligation on the User without the User's prior written consent, not to be unreasonably withheld); and (c) the User providing iTEP with all necessary assistance, information, and authority, at iTEP's expense, to defend or settle the IP Claim.iTEP will have no obligation under this Section 13.2 or otherwise with respect to any IP Claim based upon or arising out of: (i) any use of the Services or API in combination with other products, equipment, software, or data not supplied or approved in writing by iTEP, if the infringement would have been avoided by use of the Services or API alone; (ii) any modification of the Services or API by anyone other than iTEP or its authorized agents; (iii) the User's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) User Content or any third-party components or services integrated by the User; or (v) any use of the Services or API in a manner not compliant with this Agreement or the documentation. If the Services or API become, or in iTEP’s opinion are likely to become, the subject of an IP Claim, iTEP may, at its option and expense: (1) procure for the User the right to continue using the Services or API; (2) replace or modify the Services or API so that they become non-infringing; or (3) if options (1) or (2) are not commercially reasonable, terminate this Agreement or the User's right to use the allegedly infringing portion of the Services or API and refund any prepaid, unused fees for such portion. This Section 13.2 states iTEP's entire liability and the User's sole and exclusive remedy for any IP Claims.

13.3. Procedure

The party seeking indemnification (the "Indemnified Party") must promptly notify the other party (the "Indemnifying Party") in writing of any claim for which indemnification is sought, provided that failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced thereby. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense of such claim, at the Indemnifying Party's expense. The Indemnifying Party shall have the right to assume control of the defense and settlement of the claim, provided that the Indemnifying Party shall not settle any claim in a manner that imposes any non-monetary obligation or admission of wrongdoing on the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right to participate in the defense of the claim with counsel of its own choosing, at its own expense.

14. Governing Law and Dispute Resolution

14.1. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of California, USA, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Companies typically choose a governing law that is familiar and convenient, and California law is a common choice for many U.S. businesses due to its well-developed body of corporate law.

14.3. Arbitration Clause

At iTEP's sole discretion, it may require any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, to be determined by arbitration in Wilmington, Delaware before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. The User agrees that any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
The inclusion of an arbitration clause and class action waiver is a strategic approach to manage litigation costs and risks, aiming for a more streamlined and predictable dispute resolution process.

15. General Provisions

These "General Provisions," while sometimes viewed as standard, are crucial for the overall functionality, enforceability, and stability of this Agreement, addressing various potential future scenarios and legal interpretations.

15.1. Entire Agreement

This Agreement, including the iTEP Privacy Policy, iTEP Branding Guidelines, API Developer Documentation, and any other policies or documents expressly incorporated by reference herein, constitutes the entire agreement between iTEP and the User with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to such subject matter.

15.2. Severability

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

15.3. Waiver

No waiver by iTEP of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of iTEP to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. A waiver shall be effective only if it is in writing and signed by a duly authorized representative of iTEP.

15.4. Assignment
The User may not assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of iTEP. Any attempted assignment or transfer in violation of this Section will be null and void. iTEP may assign, transfer, or delegate any of its rights and obligations under this Agreement without restriction and without notice to the User.

15.5. Notices
All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing. Notices to iTEP must be sent to the contact address or email specified on the iTEP website for legal notices. Notices to the User may be sent to the email address associated with the User's account, by posting on the iTEP website or platform, or by any other method reasonably chosen by iTEP that is likely to reach the User. Notices are deemed given (a) when delivered personally, (b) on the first business day after being sent by a nationally recognized overnight courier service, (c) on the date sent by email (with confirmation of transmission, if available), or (d) on the date posted on the iTEP website or platform.

15.6. Force Majeure
Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) widespread internet or telecommunication outages not caused by the obligated party; or (k) other similar events beyond the reasonable control of the party.22 This clause complements other disclaimers by addressing major external events that can impact service delivery.

15.7. Relationship of Parties
The relationship between iTEP and the User is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, employment, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.8. Headings and Interpretation
The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and vice versa. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

15.9. Contact Information

If You have any questions about this Agreement, please contact iTEP at info@iteponline.com.

Revision #4
Created 2025-10-14 17:32:30 UTC by Leslie May
Updated 2025-10-14 17:47:56 UTC by Arian Dehghani