



TERMS OF USE

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You represent and warrant to Company that you have read the Privacy Policy, and you agree to abide by the obligations imposed on you by the policy. In addition, you agree to Company's use of the information, including personal information, you supply or communicate to Company in connection with your use of the Website as and to the extent set forth in the Privacy Policy.

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You agree that your use of the Website shall at all times be in compliance with these Terms of Use and all applicable laws. Company retains the right to deny service, or access to the Website, to any person or entity or an account, at any time and for any reason in its sole discretion. In addition, Company reserves the right to take any action it deems necessary in its sole discretion with respect to any aspect of the Website to: (i) satisfy any applicable law, rule, regulation, legal process or governmental request; (ii) enforce these Terms of Use, including without limitation, investigating any potential violations of these Terms of Use; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to support or other requests from subscribers, if applicable; or (v) protect the rights, property or safety of Company, its subscribers and the public.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. Our Website offers a closed platform (the "**Platform**") that is only accessible by registered users. It is a condition of your use of the Website that all the information you provide on the Website or to us regarding your access to the Website, which includes the Platform, is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy (<https://odysseytestprep.com/privacy-policy/>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to

notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Your Conduct.

Your use of the Website, including the Platform, and all account activity must be in compliance with these Terms of Use and all applicable laws and regulations. Company shall determine in its sole discretion whether you have acted in violation of the Terms of Use. If Company determines that you have violated these Terms of Use, then Company may in its sole discretion (i) permanently bar, temporarily suspend or otherwise limit or deny in any way your use of the Website, (ii) disable, permanently or on a temporary basis, any user name, password or other identifier, (iii) pursue any other corrective remedies Company deems appropriate, or (iv) pursue any other remedies available to Company under the law.

Communications with Company.

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You agree that no comments or other information submitted by you to Company will violate any personal or proprietary right of any third party (including, without limitation, copyright and trademark rights). You agree that no comments or other information submitted by you to Company will be libelous, obscene, harassing, abusive or otherwise unlawful. You agree that you shall remain solely liable for the contents of any comments or other information submitted by you to Company.

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Indemnity.

You agree to indemnify, defend, and hold harmless Company, its officers, directors, employees and agents, (collectively, "Company Parties") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any (i) violation of these Terms of Use, (ii) activity related to your account with Company (including negligent or wrongful conduct), or (iii) your access to or use of the Website.

Applicable Law.

Your use of the site shall be governed by the laws of the State of Georgia without regard to its choice of law principles. You agree to submit to the personal jurisdiction of the state and federal courts located in Fulton County, Georgia with respect to any legal proceedings arising out of these Terms of Use, the Privacy Policy, or your use of the Website.

Changes to the Website and Website Content.

Company reserves the right to make additions, deletions or modifications to the Website and the Website content at any time without prior notice to you. Company is under no obligation to update any Website content, even if Company knows that the Website content includes outdated information or information that is based on outdated law.

Miscellaneous.

Company reserves the right to change, alter or modify these Terms of Use or the privacy policy for any reason at any time. When we do so, changes in these Terms of Use will be posted on the Website and will be effective immediately. Your use of the Website after any change to these Terms or Use will mean you agree to such changes. If you are a regular visitor to the Website, we recommend that you check these Terms of Use on a regular basis.

These Terms of Use contain the entire agreement between you and Company regarding the Company website and the Website content and supersede any prior agreement between you and Company relating to its subject matter.

If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable.

You may not assign or transfer in any way any of your rights or obligations under these Terms of Use without Company's prior written consent. Company may assign or transfer in any way its rights and obligations under these Terms of Use without restriction.

Any failure by you or Company to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If Company takes any action to enforce these Terms of Use, Company will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorneys' fees and the costs of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

Company reserves all rights not expressly granted to you under these Terms of Use.

Contact.

If you have any questions about these Terms of Use, please feel free to contact us at Info@odysseytestprep.com.