

Terms & Conditions

These Terms and Conditions (the “Terms”) govern the relationship between you and CELL.KOMUNIKACIJA Sp.z.o.o, with the registered office at Krakow, Poland (“we,” “us,” “our” or the “Company”) regarding your use of the Company’s website and its subdomains (the “Website” or the “Service”).

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the following terms of use, including the terms of our Privacy Policy available at: <https://wwiqtest.com/privacy-policy> (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site. You further acknowledge that these Terms constitute a binding and enforceable legal contract between WW IQ Test and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SITE IN ANY MANNER.**

The Site is available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization, as applicable) and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms, to form a binding agreement under any applicable law, and to fully perform your obligations hereunder.

2. The Site

The Site provides, primarily, access to our proprietary online IQ tests, which are intended for measuring the examinee’s intelligence quotient (IQ) (the “Test(s)”). Your use of the Site and access to the Tests is made available free of charge; however, upon completing the Test, we may offer you additional paid services, such as Test scoring, detailed performance reports (based on your performance in the Test), and a certificate of completion (collectively, “Paid Services”). Please note that we reserve the right to charge fees, at our discretion, for any service provided via the Site, including the Tests, at any time.

In addition to our IQ tests, we may offer an **IQ Booster** brain training plan, designed to enhance or maintain cognitive abilities through structured exercises and activities. Depending on availability, this plan can be offered:

- **7 Days Trial Access**
- **One-time fee** for a three (3) month period or any other period mentioned during purchase ;
- **Subscriptions** for one (1) month, three (3) or twelve (12) months, each renewing automatically at the end of its billing cycle unless it is cancelled;
- **Discounted trials** for certain subscription plans, which will renew at the standard rate unless canceled before the trial ends.

Legal Notice:

IQ Booster is a premium brain training service exclusively available to clients who have completed an assessment on www.wwiqtest.com. All payments and charges will appear on your credit card statement under the name “WWIQTEST.”

IMPORTANT NOTE:

1. THE SITE AND THE TESTS ARE MADE AVAILABLE SOLELY FOR ENTERTAINMENT PURPOSES AND SHOULD NOT BE USED FOR PROFESSIONAL DIAGNOSTICS, ANALYSIS, OR CONSULTATION.
2. TEST RESULTS MAY VARY DEPENDING ON EACH EXAMINEE’S CHARACTERISTICS, THE TYPE OF WW IQ TEST EMPLOYED, AND EXTERNAL CIRCUMSTANCES (E.G., EXAMINEE’S FATIGUE).
3. ANY RELIANCE ON TEST RESULTS (INCLUDING CERTIFICATES) IS ENTIRELY AT YOUR OWN RISK.
4. ANY CERTIFICATE ISSUED BY US ATTESTS SOLELY TO THE COMPLETION OF THE APPLICABLE TEST AND DOES NOT CONSTITUTE A STANDARDIZED OR PROFESSIONAL CERTIFICATION.

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE, INCLUDING THE TESTS, ARE RESERVED TO THE COMPANY OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE, THE TESTS, AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE TESTS, OR THE CONTENT AVAILABLE THEREIN. YOUR USE OF THE SITE AND THE TESTS (INCLUDING ANY CERTIFICATE OR RESULT ISSUED) AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

You hereby acknowledge and agree that you may be charged for Internet, data usage, or network connection charges incurred through your use of the Site, according to the applicable rates charged by your respective third-party Internet and data usage service providers.

3. Consideration

Certain features of the Site, as well as certain services provided via the Site, may be subject to the payment of fees, as specified on our Site from time to time at the Company’s discretion (the “Consideration”).

If you fail to pay the Consideration, or if your payment method information is invalid or declined, and you do not promptly update payment information upon our request, we may suspend or cancel your access to the applicable services. The Company reserves the right to modify the Consideration at any time and at its sole discretion.

Unless otherwise stated, our charges include VAT but do not include any other taxes, levies, duties, or similar governmental assessments (e.g., sales, use, or withholding taxes) accessible by any local, state, provincial, or foreign jurisdiction. We will invoice you for such taxes if we believe we have a legal obligation to do so.

Payments of the Consideration are processed via certain online payment service providers, such as Stripe, SolidGate, PayPal or others (“Online Payment Processors”). We may add or change the Online Payment Processors at our sole discretion. The Online Payment Processors enable you

to pay securely online using a credit card, debit card, or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractors and have no employment or agency relationship with the Company. The Company is not responsible for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk.

4. Billing and Cancellation

Billing: Subscription-based services (such as monthly IQ Booster plans) renew automatically at the end of each billing cycle. One-time fee services (including the WW IQ Test certificate with a performance report, or the Non Recurring IQ Booster plan) are billed once.

Cancellation:

- You may cancel subscription-based services (including IQ Booster) directly in your your IQ Booster account, or by contacting our support at info@wwiqtest.com or info@iqbooster.org. Cancellation will take effect at the end of the current billing cycle, and access to the platform will remain available until that time.
- Discounted trial periods may convert to a standard subscription fee if not canceled before the trial ends.

5. Payments and Refund

Certain features of the Service may be available for a fee, which you can purchase directly from us ("the Purchase"). To the fullest extent allowed by applicable laws, we reserve the right to modify the Purchase fee at any time. Reasonable notice of any pricing changes will be provided by posting the updated prices on or through the Service.

You authorize us to charge the applicable fees to the payment method you provide. To the extent permitted by law, **Purchases made via our website are non-refundable and non-exchangeable**, unless otherwise specified herein or required by applicable law.

Refund Policies for Japan and South Korea

- **Japan:** In compliance with the Consumer Contract Act, users may request a refund within eight (8) days of purchase if they have not used the service. If the service has been accessed, refunds are generally only available in cases where the product is defective or access to the service was not properly provided.
- **South Korea:** In accordance with the Act on the Consumer Protection in Electronic Commerce, users may cancel their purchase within seven (7) days of the transaction unless they have accessed the service. If digital content has been provided or accessed, refunds may not be granted unless the service was defective or unavailable.

Payments and refund rules may be subject to these local regulations. Please consult the relevant guidelines.

Note for EU Residents

If you are a resident of the EU, you have the right to withdraw from the service agreement without charge and without reason within fourteen (14) days from the date of agreement conclusion, as long as the service has not been fully performed. By agreeing, you expressly consent to the immediate performance of the agreement and acknowledge that once our servers validate your purchase and the applicable purchase is delivered, you lose your right to withdraw from the agreement.

6. Use Restrictions

There are certain conducts which are strictly prohibited when using the Site. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at WW IQ Test's sole discretion) in the termination of your use of the Site, the Tests, and/or the Content, and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by WW IQ Test, you may not:

1. Use the Site and/or the Content for any illegal, immoral, unlawful, or unauthorized purposes;
2. Use the Site and/or Content for non-personal or commercial purposes;
3. Remove or disassociate, from the Content and/or the Site, any proprietary notices or labels;
4. Interfere with or disrupt the operation of the Site or the servers or networks that host the Site;
5. Present false or inaccurate information about the Site or misrepresent your affiliation with any person or entity;
6. Take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure;
7. Bypass any measures we may use to prevent or restrict access to the Site;
8. Copy, modify, reverse engineer, decompile, adapt, or create derivative works of any Content available on or through the Site without prior written consent;
9. Transmit any virus, worm, Trojan horse, or other harmful code;
10. Infringe or violate any of these Terms.

7. Privacy and Policy

We respect your privacy and are committed to protecting the information you share with us. Our policy and practices and the type of information collected via the Site are described in detail in our Privacy Policy available at <https://wwiqtest.com/privacy-policy/>. By using the Site, you agree that WW IQ Test may use personal information you provide in accordance with the Privacy Policy.

8. Intellectual Property Rights

The Site, the Tests, the Content, and WW IQ Test's proprietary assets (including but not limited to inventions, research, trademarks, trade names, service marks, domain names, and trade secrets) are owned by and/or licensed to WW IQ Test and are protected by applicable laws. All rights not expressly granted herein are reserved by WW IQ Test.

9. Trademarks and Trade Names

WW IQ Test's marks and logos and all other proprietary identifiers used by WW IQ Test in connection with the Site and its services ("WW IQ Test's Trademarks") are all trademarks and/or trade names of WW IQ Test, whether or not registered. All other trademarks, service marks, trade names, and logos which may appear on the Site belong to their respective owners. No right, license, or interest to WW IQ Test's Trademarks or the Third-Party Marks is granted hereunder, and you agree to avoid using any of those marks without permission.

10. Linking to the Site and Links to Third Party Sites

We welcome links to any page on our Site so long as such links do not imply any connection or endorsement by WW IQ Test and do not portray WW IQ Test in a false or offensive manner. However, we do not permit framing or inline linking. Certain links provided herein permit you to leave this Site and enter non-WW IQ Test sites or services. WW IQ Test is not responsible for the availability or content of such external sites or services, and your access to or use of these third-party sites or services is at your own risk.

11. Availability

The Site's availability and functionality depend on various factors, such as communication networks. WW IQ Test does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

12. Changes to The Site

WW IQ Test reserves the right to modify, correct, amend, enhance, improve, or discontinue, temporarily or permanently, the Site (or any part thereof) without notice, at any time. WW IQ Test shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any Content.

13. Disclaimers and No Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, THE TESTS, AND THE CONTENT ARE PROVIDED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, AND WW IQ TEST, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AND AGENTS, DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

14. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL WW IQ TEST, INCLUDING WW IQ TEST'S REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT, OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA, AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE AND/OR THE CONTENT, ANY COMMUNICATIONS AND INTERACTIONS WITH USERS OF THE SITE OR OTHER PERSONS, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR FAILURE OF WW IQ TEST TO PERFORM UNDER THESE TERMS, OR ANY OTHER ACT OR OMISSION BY WW IQ TEST OR WW IQ TEST'S REPRESENTATIVES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WW IQ TEST'S AND WW IQ TEST'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND/OR THE TESTS AND/OR ANY RESULT AND/OR SCORE AND/OR CERTIFICATION WHICH RELATES TO THE TESTS AND/OR THE CONTENT, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO WW IQ TEST FOR USE OF THE APPLICABLE TEST(S), OR \$US 1.00, WHICHEVER IS GREATER.

15. Indemnification

You agree to defend, indemnify, and hold harmless WW IQ Test, including its affiliates, from and against any claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including attorney's fees) arising from: (i) your use, misuse of, or inability to use the Site, the Tests, and/or the Content; (ii) your violation of any of these Terms; (iii) your violation of any third-party rights; and (iv) any damage of any sort that you may cause to any third party with relation to the Site.

16. Dispute Resolution

- 1. Good Faith Negotiations:** In the event of any dispute or claim arising out of or relating to these Terms or your use of the Site, the parties shall first attempt to resolve the dispute through good faith negotiations. If you have any concerns or complaints, please email us at info@wwiqtest.com.
- 2. Governing Law & Venue:** The laws of Poland shall govern these Terms without reference to its conflict-of-laws principles. Any dispute arising out of or related to the Site shall be brought in, and you hereby consent to the exclusive jurisdiction and venue of, the competent courts located in the city of Krakow, Poland. You agree to waive any jurisdictional, venue, or inconvenient forum objections.
- 3. Injunctive Relief:** Notwithstanding the foregoing, WW IQ Test may seek injunctive relief in any court of competent jurisdiction to protect its Intellectual Property.

17. Amendments to the Terms

WW IQ Test may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such an e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date, and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

18. Termination of these Terms and the Termination of the Site's operation

At any time, WW IQ Test may, without notice, discontinue your use of the Site, at its sole discretion, in addition to any other remedies that may be available to WW IQ Test under any applicable law.

Additionally, WW IQ Test may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, delete any information or Content from the Site, correct, modify, amend, enhance, improve, and make any other changes thereto or discontinue displaying or providing any information, Content, or features therein without giving

any prior notice. You agree and acknowledge that WW IQ Test does not assume any responsibility with respect to, or in connection with, the termination of the Site's operation and any loss of data. The provisions of these Terms regarding intellectual property, disclaimers, limitation of liability, indemnification, and other provisions that by their nature should survive termination shall so survive.

19. General

(a) These Terms constitute the entire terms and conditions between you and WW IQ Test relating to the subject matter herein and supersede any and all prior written or oral agreements or understandings between you and WW IQ Test. (b) Any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the Republic of Poland without reference to its conflict-of-laws principles, and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied. (c) Any dispute arising out of or related to the Site will be brought in, and you hereby consent to the exclusive jurisdiction and venue in, the competent courts located in the city of Krakow, Poland. (d) These Terms do not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. (e) No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF, OR RELATED TO, THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. (g) If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein. (h) You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent, and any attempt to do so in violation of the foregoing shall be void. We may assign these Terms without restriction or notification. (i) No amendment hereof will be binding unless in writing and signed by WW IQ Test.

20. Electronic Signature

By clicking on a button labeled "GET MY IQ TEST RESULTS", or any similar phrase presented to you at checkout, you acknowledge and agree that such action constitutes a legally binding electronic signature. You further agree that this action represents your intent to enter into a legally binding agreement with WW IQ Test under these Terms of Use.

You agree that your electronic submission, including any click confirming payment or service initiation, constitutes your agreement and intent to be bound by these Terms and to pay any applicable fees displayed during checkout.

In accordance with applicable electronic signature laws, including the U.S. Electronic Signatures in Global and National Commerce Act ("E-Sign Act") and other similar regulations worldwide, you agree to the use of electronic contracts, electronic signatures, and electronic records, and you waive any rights or requirements under laws in any jurisdiction that require an original (non-electronic) signature or non-digital delivery or retention of records.

21. Contacts

We hope these Terms helped you to understand how the Services work and to ensure your experience is safe and predictable. If you have any questions regarding the use of the Services or these Terms, please contact us at info@wwiqtest.com.

GOVERNING LAW. The laws of Poland, excluding its conflicts of law principles, govern these Terms and your use of the Service.

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