

USER AGREEMENT

Effective Date: April 19, 2025 (Beta Version)

This User Agreement (hereinafter referred to as the Agreement) is a legal contract between you and **Every Child Is A Genius LLC**, a limited liability company registered in the State of Delaware (hereinafter referred to as the Company, we, us, or our), and governs your access to and use of our online child testing Service. By registering an Account or using the Service in any way, you agree to comply with this Agreement. If you do not agree, you may not use the Service.

Note: The Service is currently available as a **Beta Version**. The Service is provided AS IT IS for familiarization and may be changed or terminated at any time. By using the Service, you acknowledge and accept that it may contain bugs or errors.

1 GLOSSARY

- **Account:** a User's registered account on our Website. Only adults (18+ years old) may create Accounts that may include child accounts.
- **Ambassador:** an independent contractor that promotes the Service and provides Parents or Gift Certificate Buyers with Ambassador Codes subject to the Company's permission.
- **Ambassador Code:** a unique code generated by an Ambassador and providing access to payment for the Test or purchase of a Gift Certificate.
- **Beta, or Beta Version:** a preliminary version of the Service that is currently being tested and developed. Features may be incomplete or subject to change, and the Service might not be fully functional.
- **Child:** a minor (aged between 6 and 16 years old, inclusive) who is the Test subject. A Child cannot register to use the Service on their own. The Account must be created by their Parent with whose consent and under whose control the Child uses the Service.
- **Gift Certificate:** a prepaid access to the Service in the form of an electronic certificate that contains a code which a Parent can use to pay for the Service. It can be purchased by one User and handed over to another (e.g., a grandfather or a grandmother can pay for a Gift Certificate and hand it over to their grandson's parent for use).

- **Gift Certificate Buyer:** an adult aged 18+ years old who registers an Account to buy a Gift Certificate.
- **Parent:** an adult aged 18+ years old who is a Child's parent or legal guardian, who registers an Account, provides the necessary consents, and is responsible for the use of the Service by the Child.
- **Payment and Refund Policy:** Our specific policy stipulating the terms and conditions of payment and refund of amounts paid for the Service and a Gift Certificate, as well as your rights and obligations regarding payments, payment cancellations, and refunds. This policy is incorporated herein by reference and available at <https://www.worldofgeniuses.com/noprecache/docs/en-US/legal/payment-and-refund-policy.pdf>
- **Privacy Policy:** our specific policy stipulating how we collect, use, and protect personal information. The Privacy Policy is incorporated herein by reference and available at <https://www.worldofgeniuses.com/noprecache/docs/en-US/legal/privacy-policy.pdf>
- **Service:** the online service of Quantum G Testing to identify a Child's areas of genius and talents, offered through our Website, including all the contents, the Test, software, and features. The Service purpose is to identify areas of a Child's genius and talents using our AI algorithm, based on received responses and the analysis of the Child's reactions during the Test.
- **Testing, or Test:** the online test Quantum G scheduled for a Child, which includes various interactive tasks. It is conducted in an automated mode through our web application and requires the Child's participation in real time at scheduled hours.
- **Test Results:** information in the form of an electronic certificate regarding a Child's areas of genius and talents, which is determined by our AI algorithm based on received responses and the analysis of the Child's reactions during the Test.
- **User** (or "you"): an individual who uses the Website and/or the Service as:
 - a *Parent* who creates an Account for their Child's Test. In some contexts, a Child may also be referred to as a User to the extent that they use the Service under their Parent's supervision, but in this case obligations are assumed by the Parent on the Child's behalf, OR
 - a *Gift Certificate Buyer* who creates an Account to buy a Gift Certificate, OR
 - an *Ambassador* who creates an Account to promote the Service among potential clients (Parents and Gift Certificate Buyers).

Website: <https://worldofgeniuses.com>

2 ACCEPTANCE OF RELATED POLICIES

Please review our [Privacy Policy](#) and [Payment and Refund Policy](#) in addition to this Agreement. These policies are integral parts hereof, and by agreeing hereto, you also agree to the terms and conditions of the said policies. If you disagree with the terms and conditions of any of these documents, do not use the Service.

3 SCOPE OF THE SERVICE, AND NOTICES

Service Description: The Service represents provision of the Test using unique artificial intelligence algorithms to analyze responses and identify areas of genius and talents of a Child. The Service is offered through our Website, provided through our web application, and is currently under development. The goal is to give Parents an idea of their Child's areas of genius and talents in a learning context. The Service is intended **for informational and enrichment purposes only** and **is not** a medical diagnostics, psychological assessment, or guarantee of future performance.

Service Payability: The Company provides the Service subject to payment. The cost of Testing one child as well as the cost of one Gift Certificate is **3,500 US dollars**.

At the same time, the Company has the right to conduct free testing of the platform in order to check its performance and/or to test updates. If such testing is necessary, the Company may, at its sole discretion, provide a limited number of Users with an opportunity to participate therein on a voluntary basis and free of charge.

Terms of Providing the Service:

For a Child to take the Test, among other conditions set forth herein, the Parent must perform the following actions in the sequence indicated below:

- register an Account;
- apply an Ambassador code or a Gift Certificate code;
- provide the Child's necessary data and give their verifiable consent to the use of the Child's personal data according to the Privacy Policy;
- pay for the Service (if there is no Gift Certificate code);
- ensure provision of the Child's biometric data as facial embeddings that cannot recreate the original image.

Intellectual Property Rights Notice:

All intellectual property rights to the Test contents (including, but not limited to, tasks, images, audios, videos, and other materials) are reserved and protected according to applicable laws.

It is strictly prohibited in any way to record, photograph, broadcast, transmit live, or demonstrate the contents of Test tasks, the Testing process or any information related thereto, as well as to publish, disclose or transmit contents thereof in whole or in part to the general public or any third party in any form.

Any violation of the above prohibitions entail legal liability provided for by law.

In addition, any copying, distribution or transmission of the Test contents, Testing process, or any other information related thereto, even in part, can negatively affect the results of subsequent Testing of other individuals.

It is strongly discouraged to find out the Test tasks or answer options or to prepare answers in advance. There are no right or wrong answers to the Test tasks. Every Child is already a genius; it only takes identifying their specific area of genius and developing it.

Beta Version Notice: As the Service is currently available in Beta only, you acknowledge and accept that:

- Features and functions are subject to change as our algorithms and platform improve. We may add, remove or modify elements of the Service at any time during the Beta Testing period.
- The Service may have technical issues, bugs, or errors. You agree to use it **as it is** and **as available**, without any expectation of a flawless experience. We hereby disclaim any guarantee of the Beta Version performance or functionality.
- We may suspend or terminate access to the Beta Version for maintenance or updates at our sole discretion, and we have no obligation to provide notice or compensation for any downtime or interruption of the Service Beta Version.
- **User feedback:** As a Beta user, you can send your feedback or suggestions to our email address. Such feedback is voluntary and becomes our property which we can use to improve the Service.

SERVICE SCOPE LIMITATIONS:

The Service is currently offered **only in the United States of America in English and implies that a Child has a certain level of English** (as described below).

The Service nature and the Beta Version capabilities do not imply that the Service is suitable for children with certain developmental and functional characteristics, as well as when certain medications and substances are taken (see Section 5 “Suitability of the Test for Children with Certain Developmental and Functional Characteristics, as well as When Certain Medications and Substances Are Taken”).

Using the Service requires access to the Internet, a compatible device, and compliance with other technical and preparatory recommendations (see Section 12 “Preparation for Testing”).

No Professional Advice:

Test Results are determined by our special AI algorithm based on received responses and the analysis of a Child's reactions during the Test **for general information purposes**.

The Test **is not a medical, psychological, or educational service**. It does not provide medical diagnoses, psychological assessments, or educational conclusions or recommendations. The Test does not use clinical methods or medical diagnostic tools. It's a non-invasive process based on the analysis of a Child's responses and reactions by means of artificial intelligence.

Test Results are intended for informational purposes only and should not be used instead of consulting professional physicians, psychologists, or educators. If you have any questions regarding your Child's health, development or learning, we strongly recommend that you contact licensed professionals.

4 ABOUT TESTING

Testing is conducted for children of two age groups:

- **6-11 years old** — younger group;
- **12-16 years old** — older group.

Test tasks for other age groups are currently under development.

Testing Language and Child's Indispensable Skills: Testing is conducted in English. A Child must be able to read and speak English and to count to at least twenty. Before starting the Test, a Parent must make sure on their own that their Child meets these requirements.

Parental Responsibility: The Parent understands that the Service involves their Child's participation in Testing. The Parent agrees to monitor the use of the Service by their Child according to the Child's age. In particular, **the Parent must be near the Child during the Test** (without interfering with the Test) to ensure the Child's safety and compliance with instructions. The Parent is responsible for appropriate preparation for the Test (see Section 12 "Preparation for Testing" and Section 13 "Actions Right Before Testing"), as well as for explaining to the Child (as per their age) the rules and expectations of using the Service, including any conduct requirements during the Test, and the importance of non-disclosure of the Test contents. All communication with the Company is carried out by the Parent.

Testing Time and Sequence: The Test consists of three sessions conducted in a strict sequence within the following local time intervals:

- Session 1 — morning: from 6:00 AM to 11:00 AM;
- Session 2 — afternoon: from 12:00 PM to 5:00 PM;
- Session 3 — evening: from 6:00 PM to 11:00 PM.

In any case, the first Testing session must be taken in the morning.

Each subsequent session cannot be started without completing the previous one. It is recommended to complete all three Testing sessions in one calendar day.

- The duration of each session is approximately forty-five (45) minutes.
- Test Results can only be delivered if all three sessions are completed.
- **The mandatory minimum time interval between the start of Testing sessions is four (4) hours.**

5 **SUITABILITY OF THE TEST FOR CHILDREN WITH CERTAIN DEVELOPMENTAL AND FUNCTIONAL CHARACTERISTICS, AS WELL AS WHEN CERTAIN MEDICATIONS AND SUBSTANCES ARE TAKEN**

The Test is currently offered in Beta and does not cover all the necessary conditions for participation of children with certain developmental and functional characteristics, as well as when certain medications and substances are taken. This is solely due to the Service specifics as well as the technical and resource limitations of the current stage of the Test development, and does not constitute discrimination on the basis of disability or any other status. Every possible effort is being made to ensure that Testing is available and correct for a wider circle of participants in the future.

Once the Test is fine-tuned and can provide appropriate accuracy, safety and support for this category of children, the list of available conditions for participation will be expanded in full compliance with applicable U.S. laws, including the Americans with Disabilities Act (ADA). Our goal is to provide equal opportunities for everyone without exception, and we will continue to improve the Test process to meet the needs of different children and ensure that they take the Test safely and properly.

The Parent has to make sure that their Child's condition during all the Testing sessions is not listed among the exceptions stipulated in this section. Failure to comply with these conditions will result in the inability to take the Test or unreliability of the Test Results, or the impossibility to deliver them. The Company bears no responsibility if the Parent chooses to use the Service despite these restrictions.

It is necessary to temporarily refrain from taking the Test when the Child takes any of the following medications or substances, and until they are completely eliminated from their body if the Child stops taking them:

- Psychoactive drugs or substances of chemical or natural origin (including herbal preparations, dietary supplements, homeopathic and herbal medicines):
 - sedatives / tranquilizers;
 - antidepressants;
 - neuroleptics;
 - anticonvulsants (e.g., AEDs);
 - narcotic or strong painkillers (e.g., drugs used in dentistry, for severe headache, menstrual cramps, or musculoskeletal injuries);

- muscle relaxants;
 - soporific drugs;
 - antihistamines with sedative effect;
 - alcoholic beverages, including low-alcohol ones;
 - narcotic drugs;
 - medicinal or food products containing cannabis;
 - any psychostimulant drugs or substances, including those contained in ordinary beverages and food (strong tea, coffee, energy drinks, or bitter chocolate with high cocoa content consumed on the Test day);
 - anabolic drugs;
- Pupillary dilation medications (atropine or its analogues);
 - Hormonal or immunosuppressive drugs, primarily corticosteroids (e.g., prednisone), which are often prescribed for children with asthma, autoimmune diseases, etc., as well as hormonal drugs that alter secretion of sex hormones and the function of endocrine glands;
 - Other drugs that affect concentration, facial expressions or coordination, cause drowsiness or change reactions.

To understand whether medications or substances taken by a Child cause the aforesaid effects, it is necessary to consult a doctor. **The Child should not stop taking prescribed medications on their own. BY ALL MEANS**, it is necessary to consult the Child's doctor on the possibility to stop taking them for the time of the Test. If the doctor does not recommend interrupting therapy for Testing, unfortunately, the Test cannot be taken.

It is currently impossible to conduct Testing for children who have:

- **Mental disorders:** e.g., schizophrenia or other psychotic conditions, depression, bipolar disorder, anxiety disorder, dissociative disorder, borderline personality disorder, etc.;
- **Neurological disorders**, either acquired or congenital, such as:
 - epilepsy;
 - cerebral palsy or other forms of congenital myopathy and muscular dystrophy;
 - paralysis or paresis of cranial nerves with changes in the motion of head, eyes, facial or shoulder muscles of various origins;
 - congenital paralysis or weakness of facial muscles, e.g., Moebius syndrome;
 - pupillary reflex disorders: e.g., Adie syndrome (tonic pupil) where a pupil is slow to react to light, or Horner syndrome that includes unilateral contraction of the pupil and drooping of the eyelid;

- hyperkinesia, dystonia or myasthenia gravis of various origins;
- other neurological disorders such as Tourette syndrome and chronic tic disorders;
- **Severe neurodevelopmental disorders:** e.g., attention deficit hyperactivity disorder (ADHD), autism or autism spectrum disorder (ASD), severe dyslexia, psychomotor retardation;
- **Genetic disorders** that affect intellectual development (Down syndrome), neuromuscular transmission or motor activity (e.g., Duchenne muscular dystrophy);
- **Impaired facial expressions and movements due to injuries**, lesions of the central and peripheral nervous systems, myasthenia gravis, or various genetic, autoimmune or neurological diseases;
- **Sensory or speech disorders** involving complete blindness, deafness and/or inability to speak, or significant hearing, vision and/or speech impairment, in the absence of corrective means or devices such as glasses, contact lenses, hearing aids, or other technologies that ensure a child's participation in the Test and comply with technical capabilities of the Test process;
- **Pronounced strabismus, heterotropia or amblyopia** of any form or origin, which hasn't been corrected by means of glasses, lenses or other treatment methods;
- **Hand function impairment** due to cerebral palsy, ataxia, muscular dystrophy or dyspraxia of various origins, as well as congenital or acquired abnormalities or absence of a limb; any medical conditions, consequences of injuries, surgeries or congenital anomalies that have resulted in the inability to write or use a touch screen on one's own (e.g., when an arm is missing or paralyzed) in the absence of replacement devices such as prosthetics.

A Child should not take the Test at the acute stage of any disease (infectious or chronic), in the acute period after injury or surgery, or if there is severe swelling of any origin in the facial area, which distorts or impoverishes facial expressions.

6

USER ELIGIBILITY: WHO MAY USE THE SERVICE

Adult Use Only: You must be **at least 18 years old** to create an Account. By registering, you represent and warrant that you are 18 or older and capable of entering into a binding contract.

Place of Stay: The Service is currently available only to Users who physically stay in the United States. By creating an Account, you certify that you are in the U.S. territory while using the Service. We may use your address or IP address data to verify your location in accordance with our Privacy Policy.

Representations and Warranties: By using the Service, you represent and warrant that: (a) all registration data you provide is true and accurate; (b) you will maintain the accuracy of such data; and (c) you will only use the Service for personal, non-commercial purposes and in compliance with this Agreement and all applicable laws.

Parent Only: Registration of an Account for Testing a Child is only available to the Child's Parent. A Child under the age of 18 (minor) may not create their own account or use the Service without their Parent's supervision and consent. If you are a Parent registering an Account for your Child, you agree that you are solely responsible for the Account and the Child's use of the Service. You also agree to comply with this Agreement on the Child's behalf and to ensure that the Child complies with all relevant terms and conditions.

When a Parent pays for the Service or redeems a Gift Certificate for a specific Child, an account for the Child is created within the Parent's Account. The Parent agrees to provide truthful and accurate information about each Child, including the Child's full name, date of birth, and sex, to ensure proper provision of the Service. The Parent agrees to use a Child's account only for the Child.

By using the Service, the Parent also certifies that (a) they are the Parent of the Child whom they use the Service for, and (b) they have full authority to give necessary consents to the Child's participation and to accept this Agreement on the Child's behalf; and (c) neither the Parent nor their Child is prohibited from using the Service in accordance with U.S. laws (e.g., none of you are on any sanctions list, etc.).

Users Outside the Service Scope: We do not allow Accounts from individuals who do not meet the above criteria. If we find that you or your Child does not meet the eligibility requirements (e.g., if the Child has been registered by someone who is not their Parent, or if the User is under 18 years old), we reserve the right to suspend or terminate the Account immediately. Additionally, if you are outside the United States, do not attempt to use the Service. Currently, we can restrict access to international Users based on geographical location.

7

USER ACCOUNT REGISTRATION AND SECURITY

To access the Service, buy a Gift Certificate, or become an Ambassador, a User must create an Account on our Website.

Account Creation Steps:

- 1 **Sign-Up Data:** You will be required to provide certain data, such as your full name, date of birth, and email address.
- 2 **Email Verification:** You must provide a valid email address that you control. We may send a verification link or code to the email address that you need to confirm.
- 3 **Password and Security:** Choose a strong password and keep it confidential. You are responsible for maintaining the security of your Account login credentials. Do not share your password with anyone, including your Child. If you believe your Account has been compromised, you must notify us thereof immediately. You are responsible for all activities that occur under your Account (including any misuse of the Account by your Child), whether or not authorized by you. The Company is not liable for any loss or damage arising from unauthorized use of your credentials due to your violation of the rules specified in this paragraph.
- 4 **Account Activation:** We reserve the right to approve or reject Account registrations. If we detect any issue (e.g., suspected false information or eligibility concerns), we may place an Account on hold or request additional verification.

Account Use and Responsibilities: You agree to use the Account solely for your personal purposes, and also in the interests and on behalf of your Child if you are their Parent. You have no right to sell, transfer, or allow any other person to access your Account except as explicitly permitted (e.g., if a spouse or co-guardian needs to help manage a Child's account, they should either responsibly share the Parent account or have a separate linked Account if we allow that in the future). You are responsible for any use of the Service through your Account. Any use thereof must comply with this Agreement.

Account-Related Communications: You consent to receive communications from us electronically, including emails and/or alerts in your Account. Communications may include Account-related notices (e.g., confirmations, invoices, Testing reminders), legal notices, and other messages according to our Privacy Policy. You must maintain your email address validity and regularly check it for messages when using the Service.

8 **AMBASSADOR AND AMBASSADOR CODE**

Ambassadors are independent contractors of the Company who, under an agreement concluded with the Company, promote the Service for a fee to adult clients (in particular, Parents and other interested persons who can buy a Gift Certificate) and direct clients to the Company in legal and ethical ways.

In most cases, you can only access the Service through an Ambassador: to be able to pay for the Service or buy a Gift Certificate, a User first has to enter an Ambassador Code provided to them by an Ambassador.

To become an Ambassador, a legally capable adult, who is a U.S. resident, must register on the Website and then create an Account and undergo verification in Stripe. Thereafter, on the User's Account on the Website, an option will be available to conclude an agreement with the Company electronically through an electronic signature platform. Prior to verification in Stripe, the Ambassador will be given the opportunity to read the agreement terms and conditions.

After signing the agreement with the Company, an Ambassador gains the opportunity to use an Ambassador cabinet on the Website, which enables them to:

- (i) generate a unique individual Ambassador Code for each Test;
- (ii) track the Service status per each Ambassador Code;
- (iii) track the amounts and terms of payments to be received.

AMBASSADOR CODE:

- **Non-transferable:** Codes are generally intended for recipients and must not be publicized. Any misuse of a code (such as sharing a one-time personal code publicly or selling a code) is prohibited and may result in the code being voided. We reserve the right to reject an Ambassador Code entered by a User if we suspect it has been obtained or used fraudulently or not as intended.
- **No Cash Value:** Ambassador Codes have no cash value and cannot be redeemed for cash.

If you become an Ambassador by signing an agreement with us, your rights and obligations as an Ambassador, as well as our relationship with you, will be governed by the agreement. Your use of the Website and Service as a regular User (as a Parent or a Gift Certificate Buyer) remains subject to this Agreement. In the event of any conflict between this Agreement and the Ambassador agreement regarding your activities as an Ambassador, the terms of the Ambassador agreement take precedence.

Ambassadors are not employees, representatives, or legal agents of the Company and have no right to bind the Company with any obligations. Any information that has been provided by an Ambassador and has not been explicitly certified by the Company does not create obligations or guarantees for the Company.

The Company bears no responsibility for the actions, omissions or statements of Ambassadors. In case of any conflict between the information received from an Ambassador and the terms of this Agreement or official materials of the Company, the Agreement and the Company's official information take precedence.

9 GIFT CERTIFICATE

The Gift Certificates we issue do not expire, but a Gift Certificate Buyer should keep in mind that due to the Service nature, only a Child between 6 and 16 years old (inclusive) can take the Test using a Gift Certificate.

We do not charge any inactivity or service fees on a Gift Certificate.

A Gift Certificate is non-refundable and cannot be exchanged for cash, except as required by law. It is prohibited to resell a Gift Certificate or to transfer it in exchange for any value. We bear no responsibility if a Gift Certificate is lost, stolen or used without the Gift Certificate Buyer's permission. A Gift Certificate code should be treated with proper caution: anyone who has the code can use it, so it should be kept safe.

Fraud Prevention: We reserve the right to refuse or void a Gift Certificate if we suspect it has been obtained fraudulently (e.g., with a stolen credit card), or if it has been altered or tampered with. If a Gift Certificate code doesn't work, please contact us for assistance and provide proof of purchasing it, if available.

All issues related to payments and refunds are additionally regulated by our Payment and Refund Policy.

10 CHILD ACCOUNT

After creating a Parent's Account, before paying for the Test or redeeming a Gift Certificate, the Parent must provide a Child's data, namely their full name, date of birth, and sex, and give their verifiable consent to collection, use and disclosure of the Child's personal data. Such parental consent is required to comply with the Children's Online Privacy Protection Act (COPPA). Although COPPA requirements only apply to children under the age of 13, we prefer to take parental consent for all children under 16 inclusive in order to better protect the privacy of children's personal data.

Consent to the collection, use and disclosure of a Child's personal data is provided by their Parent in accordance with our Privacy Policy in one of the following ways:

- When a Parent pays for the Test, they perform a monetary transaction to pay for our Service, using a credit card or another online payment system that notifies the primary account holder of each specific transaction;
- When a Parent redeems a Gift Certificate, their government-issued identity document is checked against databases of such information by our identity verification service provider. After the check is completed, the Parent's identity document is deleted from the service provider's records.

For more information about the parental consent to the collection, use, and disclosure of a Child's personal data, please refer to our Privacy Policy.

After paying for the Test or redeeming a Gift Certificate, a Child Account will be created within the Parent's Account for the Child whom the Test has been purchased for.

The Parent certifies that all information about the Child is accurate and they have the right to provide it. Moreover, the Parent must update the Child's account if the information changes.

11 REGISTRATION FOR THE TEST AND RESCHEDULING

A Parent must register their Child for the Test in advance through their Account on the Website. Registration for the Test becomes available after a full payment for the Test has been made or a Gift Certificate has been redeemed.

The Parent can choose a convenient date and hours for all the three Testing sessions — morning, afternoon, and evening, scheduled within one calendar day. Session hours should be selected with due regard for the mandatory time intervals specified above.

All information about the scheduled Testing sessions is displayed in the Parent's Account. There you can see the date and time of each session, status of the sessions, and any changes in the schedule. At the scheduled start time, the “Start” button becomes active for one hour. If the Parent does not start the session during this hour, the “Reschedule” button appears, allowing to reschedule all uncompleted sessions for another day.

If a Child has already completed one or two Testing sessions, but for objective reasons cannot complete the remaining ones at the scheduled time on the same day, the remaining sessions can be rescheduled for another available date and available time slots.

12 PREPARATION FOR TESTING

A Parent should review in advance the requirements, rules and recommendations specified in this section, as well as in Section 14 “Test Taking,” and follow them to help their Child prepare for the Test. This includes familiarizing yourself with the requirements and ensuring that the Child understands how Testing is conducted and what is expected from them during the Test.

It is important to take the Test in a rested, calm state, and in a good mood. Make sure that your Child doesn't get tired physically or mentally on the Testing day and the day before, and has a good night's sleep.

A Parent must either perform the following actions on preparing for the Test themselves or assist their Child in performing them, in particular:

- prepare the device for Testing according to technical requirements, including placing it at the proper angle;
- prepare the room, lighting, and environment;
- make sure that the Child's appearance complies with relevant recommendations and requirements;
- take the proper position in front of the device.

The Testing device must have the following parameters:

- The device screen must be touch-enabled and have a diagonal of at least 11 inches;
- It is recommended to use the latest updated version of the operating system;
- The device must have a powerful processor and sufficient RAM to efficiently perform complex tasks, ensuring fast data processing and stable application performance;
- The front-facing camera must provide video recording with a resolution of at least FullHD (1920 x 1080);
- The front-facing camera must be located on the long side of the device.

We recommend taking the Test on devices that have already been checked by the Company's technical specialists and have shown the best performance. We are confident that Testing works correctly on these gadgets and ensures maximum accuracy of the Test Results. The list of recommended devices will soon be expanded and supplemented with other models.

RECOMMENDED DEVICE MODELS

Apple	<ul style="list-style-type: none"> iPad (A14 Bionic) 10.9-inch 2022 (10th generation) iPad Air 11-inch (M2) 2024 iPad Air 13-inch (M2) 2024 iPad Pro 11-inch (M4) 2024 iPad Pro 13-inch (M4) 2024 iPad Air 11-inch (M3) 2025 iPad Air 13-inch (M3) 2025 iPad (A16) 11-inch 2025 (11th generation)
Samsung	<ul style="list-style-type: none"> Galaxy Tab S8, 11-inch, 2022 Galaxy Tab S8+, 12.4-inch, 2022 Galaxy Tab S8 Ultra, 14.6-inch, 2022 Galaxy Tab S9, 11-inch, 2023 Galaxy Tab S9+, 12.4-inch, 2023 Galaxy Tab S9 Ultra, 14.6-inch, 2023 Galaxy Tab S10 Ultra, 14.6-inch, 2024 Galaxy Tab S10+, 12.4-inch, 2024
Xiaomi	<ul style="list-style-type: none"> Xiaomi Pad 6 Pro, 12.4-inch, 2023 Redmi Pad Pro, 12.1-inch, 8GB RAM, 2024

WEB APP INSTALLATION

Please install a custom-built progressive web application (PWA) in advance for taking the Test. The app works properly when installed from the Google Chrome browser. Detailed installation instructions are available on the Company's Website. To take the Test, you **must grant the app access to the device's camera and microphone.**

INTERNET CONNECTION

For Testing, the device must have a stable connection to the Internet via a WiFi network. You need to check the Internet connection stability and speed on your device in the room where your Child will take the Test. The speed and quality of Internet connection is affected by the number of devices connected to a WiFi network. Therefore, if possible, disconnect all non-critical devices from your WiFi for the time of Testing.

In case of failures or insufficient Internet connection speed, Testing will be terminated, and uncompleted Testing sessions will have to be rescheduled for another day.

Minimal Internet speed	Recommended Internet speed
Download: 30 Mbps Upload: 20 Mbps	Download: 50 Mbps or more Upload: 30 Mbps or more

You can check your Internet speed on any relevant online service or website, such as [Speedtest](#).

CHILD'S POSITIONING AND DEVICE PLACEMENT

1 _____

Choose a **comfortable table and chair** of optimal height for the Child.

2 _____

Place the device on the table so that the distance to it allows the Child to comfortably touch the screen **without changing their body position.**

3

The device camera should be positioned **in front of the Child's face**, not lower than the level of their chin.

4

Use a stable and reliable stand. Make sure that **it securely holds the device**. The stand should not shake when the screen is tapped or slide on the table.

5

It is crucial for the Child to remain centered in the frame of the front-facing camera throughout the entire Testing session. This will help correctly analyze all the necessary parameters.

6

The Child's head and shoulders should be fully visible in the frame.

LIGHTING ADJUSTMENT

- The Child's face should be evenly and sufficiently illuminated.
- There should be no excess bright light or harsh shadows on the Child's face, especially around the eyes.
- A uniformly lit background should be used.
- Exclude direct sunlight from the window.
- Create diffuse soft light without harsh shadows.

For lighting, **we recommend using a desk lamp with soft diffused light**. Position the lamp so that:

- The light is directed at the device from above;
- It does not blind the Child's eyes;
- It creates soft and even lighting on the face.

If the Child wears glasses, make sure there are no glare or reflections on the glasses when adjusting the light.

The Child's eyes should be clearly visible throughout the entire Testing. The main goal of lighting is to create a comfortable environment for the Child and provide informative lighting for quality video recording.

ENVIRONMENT DURING THE TEST

It is necessary to create a calm and concentration-supporting environment in the room where the Test is conducted and **eliminate any factors that can distract the Child.**

WHO CAN BE IN THE FRAME

Only a Child and one of their Parents should be in the frame during the Test.

The Parent should:

- choose a comfortable position **6-10 feet behind the Child and slightly to the side;**
- try not to sit too close behind the Child to avoid distracting them;
- position themselves so that **they are within the device camera's field of view and have a clear view of the screen;**
- ensure that their **face is clearly visible**, not obscured by anything, and that it is not too close to the Child in the frame to avoid getting into the field of analysis of the AI Testing algorithm.

The following items should not be in the frame:

- **Images of faces:** Avoid having images of human or animal faces in the frame on walls, paintings, photographs, posters, as well as on clothing, TV and computer monitors, and screens of other devices. These objects can influence the AI algorithm performance.
- **Reflective surfaces:** Make sure that there are no mirrors, windows, aquariums, or any other shiny or reflective objects in the frame, as reflections from them can interfere with the quality of video recording.

NO OTHER PEOPLE PRESENT:

It is recommended that only a Child and their Parent are present in the room where the Test is conducted. It is not recommended that other people, especially children, are present in the room.

If other people intend to be present in the Testing room and it's impossible to ensure that they leave, the Parent should inform them in advance that during the Test they **should not**:

- be in the camera's field of view;
- perform actions that can prevent the Child from focusing on the Test. For example:
 - talk to the Child, give them advice or prompts, or otherwise attempt to influence the Test Results;
 - move around the room;
 - speak (including on the phone), send or receive audio messages, or produce other noise.

If the people present during the Test violate these rules, the Parent will bear all risks related thereto.

No animals: There must be no animals (such as dogs, cats, birds, etc.) in the Testing room, as their presence can disrupt the Child's concentration.

Exclusion of extraneous sounds in the room: Any devices or items that can produce loud, sharp, or unexpected sounds (e.g., cell phones, electronic gadgets, alarms, TV sets, radios, or musical instruments) must be turned off, silenced, or removed from the room so that the Child doesn't hear them.

Minimizing external noise: To reduce external noise, it is recommended to close windows and doors. You should also warn other people (such as family members or neighbors) in advance of the need to observe silence during the Test.

CHILD'S APPEARANCE

During the Test, video recording will be conducted, so it's important that the Child is dressed appropriately. Their appearance matters for ensuring high accuracy of the Test Results, as AI will analyze the video record.

FACE, HAIR, ACCESSORIES, AND HEADWEAR

- The Child's face should be completely exposed and clearly visible, without hair or accessories covering it.

- Headwear that can cover or darken the Child's face, create shadows on it, or hide the silhouette of the shoulders will need to be removed for the Test.
- If the Child wears headwear for religious or medical reasons, please choose a type of headwear that will ensure the necessary Testing conditions while being comfortable for the Child.

EYES, GLASSES, AND CONTACT LENSES

For the most accurate and proper Testing, it is very important that the Child's eyes are clearly visible throughout all the Testing sessions. If your Child wears glasses or contact lenses, we recommend that you:

- Avoid glasses with tinted lenses and significant glare;
- Make sure that the frames do not cover the eyes;
- Use only clear contact lenses that do not distort the natural color of the iris.

Significant glare on glasses or lenses that change the natural color of the eyes can substantially affect the Test Results validity.

MAKEUP, COSMETIC AND MEDICAL PROCEDURES

For the time of Testing, the Child is recommended to avoid heavy and colorful makeup.

Please do not schedule Testing on days when the Child will undergo cosmetic or medical procedures (including dental appointments) **that could temporarily alter the Child's appearance.**

Avoid scheduling the Test during the period:

- After procedures that cause facial swelling;
- When muscle numbness is possible;
- If there is a risk of distortion of natural facial expressions.

CLOTHES

It is recommended to ensure contrast between the color of the Child's clothes and the background to **facilitate silhouette recognition**. For these purposes, it is preferable to choose clothes that highlight the Child's shoulder silhouette well and to avoid loose and baggy outfits.

- We recommend choosing **solid-colored clothing without large patterns or texts**. **Especially avoid images of human or animal faces.**
- Clothing should not have shiny elements as they can create glare that affects the quality of video recording.
- Throughout Testing, we request that all participants appearing in the frame wear clean and modest clothes. As we comply with legal requirements, appearing on camera without clothes, in underwear, or in any other inappropriate manner will result in termination of the Testing session.

If a Parent experiences any technical difficulties or has questions while preparing for the Test, they can contact our support team at info@echig.com.

13

ACTIONS RIGHT BEFORE TESTING. CAPTURING CHILD'S BIOMETRIC DATA (FACE IMAGE)

At a scheduled hour on the day of Testing, the “Start” button will appear in your Account on the Testing Space page.

Right before starting the Test, you must complete all the necessary preparatory steps:

- set up and position your device, including double-checking the device's stability, Internet connection stability and speed, and the app's access to the camera and microphone;
- adjust lighting properly;
- check the sound and the correctness of the Child's body position;
- perform other actions following the tips and recommendations displayed on the device screen;
- seat the Child in front of the camera in a comfortable position suitable for completing a 45-minute session, and position yourself behind them.

Also, before the Test begins, the Child's biometric data (face image) will have to be captured. For that, follow prompts on the screen to align the Child's face within the on-screen square frame. It is necessary to seat the Child so that their entire face fits within the designated frame. At the same time, the Child's position should be comfortable, natural and stable, and should not cause any strain.

The Child's biometric data as facial embeddings that cannot recreate the original image are mainly used by the Company to verify that the same Child takes all three Testing sessions from the beginning to the end. This is in line with your interests, as it ensures the accuracy and validity of the Test Results, making it possible to identify the Child's areas of genius and talents as correctly as possible.

For more information about the ways and purposes of using the Child's biometric data, please refer to our Privacy Policy.

Only the Child whose personal information has been specified by the Parent when creating a corresponding Child account within the Parent's Account may take the Test with the capture of their biometric data (face image). Using someone else's identity or taking the Test by another child through the account intended for the tested Child is strictly prohibited. The Child's Parent bears full responsibility for compliance with this requirement, and its violation may lead to cancellation of the Test Results, blocking of access to the Service, and other consequences provided for herein.

14 TEST TAKING

Throughout Testing, the Child will be provided with explanations of Test tasks by a virtual assistant.

During the Test, the Child should:

- Be calm and focused;
- Be attentive and not get distracted;
- Follow prompts of the virtual assistant on the screen.

During the Test, the Child must not:

- Divert their attention from the Test, e.g. use a phone, smart watch, other gadgets or devices, play games, listen to audios, watch videos, or look at objects around;
- Perform any other actions distracting them from the Test;

- Eat, drink, chew gum, or perform any other actions that distort their natural facial expressions;
- Cover their face or eyes with their hands or any items;
- Expose their body parts.

It is strongly recommended that the Child takes the Test from start to finish without interruption. The Test should not be stopped or suspended unless absolutely necessary.

An absence of the Child's face in the frame for more than 5 minutes is recorded automatically and may cause termination of the Test. In this case, you can reschedule uncompleted Testing sessions for another day.

The Parent's presence should not distract the Child's attention from Testing, as any distraction can negatively affect the Test Results. The Parent's help during the Test is only allowed in technical matters, e.g., if the Internet connection is interrupted, and so on.

During the Test, the Parent must:

- observe what is happening on the screen;
- make sure that their face is always in the device camera's field of view, fully visible and not covered with anything. This is needed, among other things, to confirm that the Parent is present during the Test and to prevent possible fraud.

THE PARENT SHOULD NOT:

- Help the Child respond to tasks during the Test or otherwise try to influence the Test Results;
- Perform actions that can distract the Child from taking the Test (e.g., speak, including on the phone, respond to messages, produce noises, move around the room, talk to the Child, approach them without a special need, overshadow them, etc.), or get distracted from observing the Test;
- Leave the device camera's field of view, turn away from the screen so that the device camera would not capture the Parent's face, or cover their face.

During the Test, **we recommend that the Parent use the Website online chat from another device** to get help or ask questions without distracting the Child.

15 REASONS FOR SUSPENSION OR TERMINATION OF TESTING

We reserve the right **to suspend or terminate Testing** if certain conditions arise.

POSSIBLE REASONS FOR SUSPENDING THE TEST AND A POSSIBILITY TO CONTINUE

In order to ensure correctness of Testing, compliance with the requirements for conducting it, and the Child's safety, the Company reserves the right to automatically suspend Testing if the artificial intelligence system detects one or more events that do not allow continuing the Test properly, including the following:

- Technical interruption of the video stream from the device's camera (e.g, due to disrupted, unstable, or slow Internet connection);
- The Child's face is missing in the frame longer than the specified time;
- The Child is moving too much, preventing the camera from properly capturing their face;
- The Parent is out of the camera's view;
- Other people appear in the frame;
- The device's tilt changes more than acceptable for Testing;
- Partial or complete nudity of the Child or any other person is detected in the frame;
- Mistreatment of the Child;
- Other visual or audial disturbances that interfere with the proper conduct of Testing, including, but not limited to the following:
 - the Child's face or eyes are covered with hair, hands, some items, etc.;
 - insufficient or excessive light that can distort the Child's image in the frame (including shadows under the eyes);
 - loud extraneous sounds that distract the Child;
 - the camera image is blurry (e.g., because the camera is smeared), which can distort the Child's image in the frame.

If such violations are detected, Testing is automatically suspended, and a window is displayed on the screen of the device on which the Test is taken, with an alert about the reason for the Test suspension and recommendations for correcting violations.

After the reason for suspension is eliminated, the Child can resume Testing as follows:

- If at the moment of suspension the Child has not started a Test task, they restart Testing with that task;
- If at the moment of suspension the Child has started a test task, but hasn't completed it, they move on to the next Test task.

If the detected violations are not eliminated within a reasonable time, or the system detects a repeated violation, the Company reserves the right to completely terminate the Testing session. The User will be able to reschedule the Testing session for the Child in the cases described below.

POSSIBLE REASONS FOR TERMINATING A TESTING SESSION:

1

Technical Difficulties: If there are serious technical issues (e.g., a loss of Internet connection, problems with the server on our side, software failure, or malfunction of the device on which the Child is taking the Test) that prevent the Test from being continued or affect its integrity, the Testing session may be terminated.

Possibility of Retaking: If an issue occurs due to our system or an unexpected technical problem on our side, we will suggest rescheduling the Testing session. If an issue occurs on your side (e.g., your Internet connection is lost), you can reschedule the uncompleted Testing sessions for available hours on another day. Repeated technical failures may require that we review each specific case and ask you to resolve the issues before trying again.

2

Child's Emotional or Physical Distress: If the Child becomes very upset, falls ill, or is unable to continue taking the Test for any reason (e.g., the Child starts crying violently or has a fever), we recommend that you terminate the Testing session and reschedule the uncompleted sessions for another day to ensure the Child's well-being.

Possibility of Retaking: We understand that children may have bad days. If a Testing session is terminated due to a Child's nervousness or urgent needs, you can reschedule the Test for available hours on another day. However, if this kind of situation becomes regular (several attempts when the Child cannot take a Testing session), we recommend that you postpone the Test for a longer time and schedule it when the Child is ready to take it.

3

Child's Non-Compliance or Inappropriate Behavior: If, despite warnings, a Child refuses to cooperate (e.g., refuses to answer questions, constantly leaves their seat, or behaves inappropriately), the Testing session may be terminated.

Possibility of Retaking: If a Testing session is interrupted due to a Child's inappropriate behavior or refusal to cooperate, we recommend rescheduling the Test and talking to the Child to understand the reasons for such behavior. You will be able to schedule a time for the next Testing session when the Child is ready to take the Test.

4

Parent's Interference or Misconduct: If a Parent is found to be interfering (e.g., prompting or distracting their Child) or violating other rules (e.g., recording a Testing session or leaving the device camera's field of view), the Testing session will be terminated.

Possibility of Retaking: We reserve the right to refuse further service to a Parent who has grossly interfered or violated the rules. Depending on the violation severity, we may completely block the User's Account (especially for deliberate fraud or abuse).

5

System Flags and AI Control Issues: If the automated AI-based monitoring tool detects violations several times (e.g., someone's nudity or a presence of another person in the frame), the system will automatically suspend the session. A modal window will appear, indicating the reason for suspension. You will have an opportunity to eliminate the reason within 5 minutes. If the reason is not eliminated, the Testing session will be terminated.

Possibility of Retaking: If, following a relevant check, we determine that violations were false or insignificant, we will contact you and suggest rescheduling the Testing session. However, if violations were severe, they are deemed as misconduct. In this case, rescheduling the Testing session is not allowed.

We strive to be fair and compassionate, especially considering that the Service is intended for children. We usually warn about minor issues before terminating a Testing session. Only if the problem persists or becomes serious will we stop the session.

RETAKING A TERMINATED TESTING SESSION

If a Testing session has been terminated and retaking is possible according to the terms and conditions of this Agreement, in the Child's account created within the Parent's Account, an option will become available to reschedule the terminated Testing session and other uncompleted sessions for another available day and suitable time slots.

By using the Service, you agree that the rules for suspension and termination of Testing set forth in this section are necessary to maintain the Service quality and fairness, and you agree to comply with any decisions we make regarding suspension and termination of Testing and the possibility of retaking it.

16 TEST RESULTS

Delivery Term:

Test Results are sent to the email address specified by a Parent when registering an Account, usually within seven (7) days after their Child completes the Test. It is worth noting that this may take longer in the Beta Version. If the specified term is changed, a corresponding notification will be sent to the Parent's email address, indicating the new term of Test Results delivery.

Format: Test Results are delivered as a Certificate. The Certificate includes a description of a Child's areas of genius and their talents, as well as additional characteristics of their thinking if identified as a result of Testing. We do our best to formulate the Test Results so that parents can understand them. The Service does not include a personal consultation: Test Results are provided as a self-contained report.

Availability: We recommend that you keep a copy of the Test Results for your records. The Test Results are confidential and intended for you (and your Child, at your discretion). We will not share them publicly or with any third parties without your consent, except cases detailed in our Privacy Policy.

SITUATIONS WHEN TEST RESULTS ARE NOT DELIVERED:

We reserve the right not to deliver Test Results in certain situations, including:

1

Test Integrity Issues: If we determine that the Test has been compromised in such a way that the Test Results become unreliable or invalid, we may decide not to deliver them. The Test is deemed compromised if:

- The Child missed a significant part of Testing;
- Technical issues prevented most of the Test from being completed or recorded;
- The environment was too distracting or inappropriate (e.g., other people talked to the Child all the time);
- There were other significant violations that call into question the reliability of the data required to deliver reliable Test Results.

In such cases, we will most likely deem the attempt to take the Test as invalid and will not generate the Test Results. We will notify you of the canceled attempt and offer you to retake the Test at no additional cost.

2

Failed or Cancelled Payment: If a payment is pending, disputed, or cancelled (e.g., for a credit card refund or another payment method), the Company reserves the right to suspend the Test Results delivery until the relevant dispute is fully resolved and all amounts due are paid. In particular, if a User initiates a chargeback or a dispute with the bank before receiving the Test Results, the Company deems that as failure to pay for the Service, and therefore the Test Results will not be delivered until the dispute is ultimately resolved and all payments due are made. Detailed provisions on User rights and refund procedures are set forth in the Payment and Refund Policy. However, in general cases, if there is a failure to pay for the Service, the Company has the right to suspend provision of the Service and delivery of the Test Results until the payment for the Service is made.

3

Suspected Fraud or Identity Misrepresentation: If we suspect that the individual who took the Test was not the Child registered for Testing (e.g., an older sibling or someone else took the Test pretending to be the Child), or if data on the Parent's Account are found to be fraudulent, we will not deliver the Test Results. We may require additional verification or investigation.

If our investigation confirms fraud or trickery, the Test Results will be annulled, and we may block the User. If there was a misunderstanding, and it can be resolved (e.g., another Child took the Test accidentally), we can allow retaking the Test.

4

Post-Testing Violation of Terms and Conditions: If, after Testing, we discover a severe violation of this Agreement (e.g., you post any of the Test tasks on social media, violating the privacy rules), we may decide not to deliver the Test Results. In this case, we will notify you that the Test Results are not delivered due to violation of the terms and conditions.

5

Extreme Cases When Test Results Cannot Be Generated: The AI algorithm of Testing is currently in Beta and operates based on the analysis of typical behavioral characteristics of children. The algorithm might not take into account the full range of individual and emotional responses typical for a young age. In cases where a Child manifests excessive emotional activity or behavior that is beyond typical behavioral models, collecting data for processing becomes challenging and may lead to an impossibility to generate Test Results.

We may postpone delivery of the Test Results and instead contact you and explain that they cannot be generated. In such cases, we will offer to retake the Test. If we fail to deliver the Test Results after the Test is retaken, we will refund your the Test fee in accordance with the Payment and Refund Policy.

Notification of Withheld Test Results: If we decide to postpone delivery or withhold your Child's Test Results, we will send you a notification explaining the general reason. We will also inform you of any further steps, including a possibility of retaking the Test. This notification usually arrives within the expected term of the Test Results delivery.

If your Child is offered to retake the Test and completes it successfully, the new Test Results will completely replace the previously attempted ones.

No Guarantees: The Company does not guarantee that every Testing will ensure generation of Test Results. By using the Service, you agree that in some cases, Test Results may be withheld as set forth above, and our only obligation will be to provide an opportunity to retake the Test (or to refund the Test fee, if applicable) rather than to yield any specific result.

Appeals: If you believe that we wrongfully withheld the Test Results, you may contact our support team to discuss that. We will review any evidence or explanation you provide. However, our decision on the possibility to deliver the Test Results is generally final. We have to maintain high standards for our Testing process, so we appreciate your understanding in such cases.

As soon as the Test Results are delivered to you, they will be deemed accepted by you as final unless an obvious error is found (e.g. a misprint). We encourage you to provide feedback, especially during Beta Testing, which will help us improve the Service, but your feedback will not be a ground for adjusting the Test Results.

17

USER CONDUCT AND GROUNDS FOR ACCOUNT BANNING

We expect all Users to use the Service in a lawful and respectful manner. Certain actions by a User may result in suspension or permanent banning of their Account, implying that you (and your Child) would no longer be allowed to use the Service. This section describes prohibited conduct and the grounds on which we may ban a User permanently, as well as the consequences of banning.

Prohibited Conduct: You agree that you will NOT engage in any of the following when using the Service and the Website:

- **Cheating or Tampering with the Test:** As described, any attempt to help the Child or interfere with the Testing process is strictly prohibited. That includes copying or distributing Test tasks, or prompting to the Child during the Test.
- **Misuse of Intellectual Property:** Do not reproduce, distribute, or publicly post any Test content without permission. This extends to refraining from reverse engineering or attempting to derive the source code or algorithms behind the Service.
- **Harassment or Violence:** Do not harass, threaten, or abuse any Company staff, contractors, or other Users. This includes verbal abuse during the Test as well as written abuse in any communications (emails, support chats, etc.). We have zero tolerance for abusive behavior toward our employees or contractors.
- **False Information and Fraud:** It is prohibited to provide false sign-in information, impersonate another individual, or misrepresent your identity or your Child's identity. This includes creating an Account if you are not actually the Child's Parent or use someone else's credentials. Any attempt to defraud the payment system (e.g., use stolen credit cards or issue chargebacks without cause) is also prohibited.
- **Multiple Account Abuse:** You should not create multiple Accounts to circumvent restrictions or improperly gain additional benefits (e.g., create new Accounts for retaking the Test when your Account is banned).

- **Unauthorized Access and Security Breaches:** Do not attempt to hack, penetrate, or disrupt our systems. This includes introducing viruses or malicious code, performing denial of service attacks, or attempting to access other Users' data. Any such activity is grounds for immediate ban and possible legal action.
- **Resale or Commercial Use:** You have no right to resell or commercially exploit the Service without permission. For example, you cannot charge other people for taking our Test or use our Service results in any commercial product or service. The Service is intended for personal use by your Child. Moreover, any misuse of Ambassador Codes or Gift Certificates for commercial gain is prohibited.
- **Violation of Law:** Obviously, any use of the Service to engage in unlawful activities is prohibited. The Service is intended for Testing children, and it should not be used for anything else. If we suspect any content or behavior that potentially implicates criminal activity (e.g., exploitation of a minor, etc.), we will report it to law enforcement as required.
- **Circumvention:** Do not try to circumvent any restrictions we place on your Account (such as suspension) by creating new Accounts or using alternate data.

Grounds for Account Banning: If you engage in any of the above prohibited conduct, the Company may take action including immediate termination of Testing and/or permanent ban of your Account. Grounds for permanent banning include but are not limited to:

- **Serious Cheating or Content Theft:** For example, you leak the Test tasks online or orchestrate cheating that undermines the integrity of our Test. As this harms the Company's and Service's credibility and intellectual property, it is likely to result in a ban.
- **Harassment / Abuse:** If you or your Child severely harass or threaten our staff or other Users, we may ban you. We aim to protect our employees and community.
- **Repeated Violations:** Even if a single violation might not merit a ban (perhaps, a warning has been made), repeated violations will. For example, if you keep breaking the Testing rules after being warned, we may ban you.
- **Fraudulent or Illegal Use:** Any fraud (such as payment fraud) or illegal activity (e.g., trying to steal data) represent a ground for ban and possible referral to authorities.
- **Non-compliance with Age / Consent Restrictions:** If we discover that someone other than an eligible Parent uses an Account (e.g., a 15-year-old signs up pretending to be a Parent), we will ban the Account for violating our age policy.

- **Disruption / Hacking:** If you attempt to disrupt our Service or undermine its security, you will be banned.

Consequences of Banning: If your Account is banned, the following will occur:

- You and your Child will no longer have access to the Service. Your login may be disabled and any future logins prohibited.
- Any scheduled Testing sessions will be canceled.
- We may also withhold the Test Results.
- Ambassador Codes or Gift Certificates associated with your Account may be voided.
- We reserve the right not to refund the amounts paid for Testing.
- We reserve the right to inform relevant authorities or third parties of the ban if necessary (e.g., if the ban has been caused by illegal conduct).
- The ban is permanent unless we explicitly lift it upon appeal (which is rare). Do not attempt to create a new Account: we will likely detect it and immediately remove it. We also reserve the right to ban any new Accounts linked to a banned User (via email, IP address, or other identifying factors).

Appeal: If you believe a ban is wrongful, you may contact us to appeal the decision, and we will review the circumstances. In some cases, we may reverse a ban if evidence indicates it was a misunderstanding, or if you give us adequate assurance that the issues have been corrected. However, we are not obligated to reinstate Accounts banned for willful or severe violations.

Please remember that these rules are maintained to ensure a fair and safe environment for all Users and to protect the integrity of our Service. We appreciate your cooperation in following them. The vast majority of Users will never have any issue complying with these common-sense rules. Banning is a last resort for worst-case behaviors.

18 USER ACCOUNT DELETION

You have the right to delete your Account at any time. To do that, please open your Account settings and click the “Delete Account” button. For security reasons, we will email you a verification code that must be entered to confirm your decision.

As soon as you confirm your intention to delete the Account, it will immediately become inactive. This means you will not be able to use Account functions, including buying Tests or Gift Certificates, and it will no longer be possible to take the Tests already paid for or any uncompleted Testing sessions.

If you are a Parent and decide to delete your Account at a time when you have a Test that has already been paid for (without using a Gift Certificate), but hasn't been completed, it is important to consider the following rules for refunds:

1. If the Child hasn't started taking the Test yet, you may request a refund of the paid amount, provided that no more than thirty (30) calendar days have passed since the payment was made;
2. If the Child has already started taking the Test, as a general rule, no refund is granted. In special cases, your request may be reviewed individually, taking into account specific circumstances.

For more information about the grounds and procedure for refunds, please see our Payment and Refund Policy.

If, at the time of a Parent's request to delete the Account, their Child has already completed all Testing sessions and there are no grounds for withholding the Test Results as described herein, we will deliver the Test Results in accordance with the established procedure (see Section 16 "Test Results").

Within thirty (30) calendar days after the deletion request, a scheduled deletion notice will be displayed in your Account, indicating the ultimate deletion date. During this period, you may cancel your deletion by clicking on the "Recover Account" button, after which a verification code will be emailed to you. Please enter the code you receive to restore all functions of your Account and cancel the scheduled deletion.

If you do not use the Account recovery option before the 30-day period expires, your Account will be deleted permanently as of the scheduled deletion date.

Once the Account is permanently deleted, your personal data (including the Child's personal data, if applicable) will be processed in accordance with our Privacy Policy that stipulates our data retention and deletion practices. Please note that some personal data may be retained according to legal requirements or for legitimate business purposes.

If you are an Ambassador, please note that a request to delete your Account will entail your inability to generate Ambassador Codes. At the same time, you will be able to keep tracking the Service status per each Ambassador Code and the amounts and terms of payments to be received, until the Account is deleted.

We will not be able to delete an Ambassador's Account until all settlements under the Ambassador agreement are fully completed, even if more than 30 calendar days pass since the request to delete the Account has been submitted.

Deletion of an Ambassador's Account also entails termination of the agreement with the Ambassador.

19

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Service and all contents provided through it are the intellectual property of the Company or its licensors. By using the Service, you are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Service and its contents **for your personal, non-commercial use** in connection with obtaining the Service for your Child. This section details the restrictions on using our intellectual property (IP) and the obligations to keep certain information confidential, especially the Test contents.

Ownership: All materials and contents of the Service, including but not limited to: Test questions, tasks, graphics, texts, software code, algorithms, scoring methodologies, videos, logos, trademarks, as well as compilation and arrangement of these materials, are owned by the Company and/or its licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws.

Confidential Test Contents: The Test contents (questions, tasks, prompts, etc.) are confidential. For the fairness and validity of our Service, it is essential that these contents not be disclosed to other individuals who haven't taken the Test. You agree to the following:

- **Non-Disclosure:** You and your Child will not copy, record, reproduce, publish, or disclose any Test questions or tasks that you and your Child will encounter during the Test. This includes not discussing specific questions with your friends or on online forums, and not allowing anyone else to observe the Testing process. The obligation to maintain confidentiality of the Test contents continues to apply even after this Agreement is terminated. Even if you stop using the Service, you agree not to disclose the Test contents.
- **Permitted Use of the Test Results:** You undertake not to alter, edit, modify, or distort the Test Results in any way, and when distributing, publishing or quoting them, to cite them in full, without taking individual parts out of context, and to use them solely according to the intended purpose, without allowing to use them in a way that can damage the Company's reputation or the Service reliability.

License Restrictions: Except as expressly allowed by this Agreement or by law, you have no right to:

- Reproduce, distribute, publicly display, or publicly perform any part of the Service or its contents;
- Modify or create derivative works based on the Service or its contents;
- Reverse engineer, decompile, or attempt to extract the source code or algorithms of any part of the Service (except to the limited extent that applicable law permits such activity, notwithstanding a contractual prohibition);
- Use any of our trademarks, logos, or proprietary marks (including the Company name) without prior written consent. This means you may not, for instance, use our logo in a testimonial or on social media in a way that suggests endorsement, unless we give permission;
- Remove any copyright or proprietary notices from the Service materials.

Feedback: If you provide feedback, suggestions, or ideas regarding the Service (e.g., ideas to improve Testing or new feature requests), you agree that such feedback is not confidential and we are free to use it without any compensation to you. We own any improvements or new features that may result from your feedback.

Remedies for Intellectual Property Breach: Unauthorized use of our intellectual property or breach of confidentiality will cause irreparable harm to the Company. In addition to other remedies (like banning your Account), we reserve the right to pursue legal action (injunctive relief and damages) to protect our IP rights. For example, if you post the Test contents online, we may seek a court order to take it down and sue you for losses or statutory damage.

By respecting these IP and confidentiality terms, you help us maintain a fair and effective service for everyone. If you have any questions regarding what you may or may not do with the Service contents, please contact us for clarification.

20 DISCLAIMERS OF WARRANTY

“As Is” Service: The Service (including all the content, features, and data accessible through it) is provided on an **“AS IS”** and **“AS AVAILABLE”** basis. You use our Service at your own risk. To the fullest extent permitted by law, the Company disclaims all warranties of any kind, whether explicit, implied, or statutory, regarding the Service or the information obtained through the Service.

This includes, but is not limited to:

- **Implied Warranties:** We disclaim any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Service will meet your requirements or expectations, or that you will receive the Test Results. We do not guarantee that a Child will manifest their identified genius or talents, as their development is entirely the Parent's responsibility.
- **No Continuous Availability:** We do not guarantee that the Service will be uninterrupted or available at any given time. There may be downtimes for maintenance or due to technical issues. For Beta Version of the Service, downtimes or maintenance issues may be more frequent. Neither do we warrant that any errors or defects will be corrected quickly or at all (although we will strive to fix known issues in due course).
- **Third-Party Services:** Any third-party tools or services (such as the Stripe platform for making payments and verifying identity documents) are beyond our control. We make no warranties regarding those third-party services. Your interactions with those are governed by their terms and conditions, and we are not responsible for failures on their part (e.g., unavailability of an identity document verification tool or a tool to pay for the Service).
- **Beta Specific:** Since this is the Beta Version of the Service, you acknowledge that the Service is under development. Features may change, data may be reset, and capabilities may expand as we refine our algorithms. **We do not warrant that Beta Version of the Service will operate at the level of a final product;** there may be issues or incomplete features.
- **Not Professional Advice:** Any information or guidance provided by the Service (including Test Results) is **not professional educational or medical advice**. Always use your own judgment and/or consult professionals.
- **No Warranties Against Data Loss:** While we take data security seriously (see our Privacy Policy), we make no warranty that data (including Testing records or Test Results) will never be lost or destroyed. Using the Beta Version involves a minor risk of data not being saved properly. We recommend that you save a copy of the Test Results. If any data is lost, our liability is limited as described in the next section.
- **Jurisdictional Caveats:** Some jurisdictions do not allow the exclusion of certain warranties. If such laws apply to you, some of the exclusions set forth above may not apply to the extent disallowed. In such a case, to the extent any warranty cannot be disclaimed but can be limited, we limit it to the minimum duration and scope permitted by law.

In summary, the Company provides this Service with the hope that it is useful and insightful, but **we make no promises or guarantees regarding the Service performance or suitability** for your needs. All warranties, explicit or implied, are disclaimed to the fullest extent allowed by law. You assume full responsibility for using the Service and any outcomes that result.

21 LIMITATION OF LIABILITY

Limitations on Types of Damage: To the maximum extent permitted by law, **the Company and its directors, officers, employees, agents, partners, and affiliates will not be liable to you for any indirect, incidental, special, consequential, or punitive damage.** This includes, without limitation, damages for lost profits, lost data, loss of goodwill, business interruption, or other intangible losses, arising out of or in connection with your use of or inability to use the Service, even if we have been advised of the possibility of such damages. For instance, we will not be liable for any impact on your Child's opportunities or any emotional distress caused by the Test Results (whether positive or negative). We also will not be liable for the cost of procurement of substitute services or any expenditures or losses arising from a dispute between you and any third party (e.g., another parent or a school) regarding the Service or the Test Results.

Cap on Liability Amount: Our total aggregate liability for any claims arising from or related to this Agreement or the Service **is limited to the greater of:** (a) **the total amount you have paid us for the Service in the 12 months** immediately preceding the event that gave rise to the claim, or (b) **100 US dollars**. This means that if, for instance, you paid **USD 3,500** for Testing last year, this is the maximum amount that we may be required to pay you for all claims combined. If you paid **USD 0 (zero)** (e.g., if Beta was free or you used a Gift Certificate), then our cap may default to USD 100 (if permitted by law).

We include USD 100 as a minimum cap figure. However, if applicable law requires a different baseline or prohibits limiting liability, we will comply with applicable law.

Release of Claims: If you have a dispute with one or more third parties (e.g., an Ambassador) or other Users, you release the Company and our affiliates and agents from claims, demands, and damages of every kind and nature arising out of or in any way connected with such disputes. For example, if an Ambassador said something that upset you, you agree that any remedy is limited and that we are not vicariously liable for independent contractor actions beyond the Service scope. This is a broad release intended to cover all interactions facilitated by the Service, except where prohibited by law.

Exclusions: Important — Nothing in this Agreement is intended to exclude or limit liability that cannot be excluded under applicable law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you fully. However, in such jurisdictions, our liability is limited to the greatest extent permitted by law.

Allocation of Risk: You acknowledge that the fee (if any) charged for the Service reflects the allocation of risk and the limitations of liability specified in this section, and that we would not be able to provide the Service at the same cost without these limitations. This limitation of liability is a fundamental element of the basis of the bargain between you and the Company.

Indemnification: You agree **to indemnify, defend, and hold harmless** the Company and its affiliates, officers, employees, and agents from any claim or demand (including reasonable attorneys' fees) made by any third party due to or arising out of (a) your or your Child's use of the Service, (b) your violation of this Agreement or any law or regulation, or (c) your infringement of any intellectual property or other right of any person or entity. This means if a third party (e.g. another parent) sues us because of something you did (for instance, if you shared the Test contents and it caused issues), you will cover our costs and damages.

By using the Service, you understand and agree that the Company's liability is limited and that you are waiving certain potential claims for damages against us, as set forth in this section. If you do not agree to these limitations, do not use the Service.

22

DISPUTE RESOLUTION: PRE-TRIAL PROCEDURE AND ARBITRATION

Informal Dispute Resolution: The Company strives to resolve all issues and disputes that arise with Users through negotiations and extrajudicially. If you have any dispute, demand, or claim in connection with using the Service or other aspects arising out of this Agreement, please contact the Company's support team first (at info@echig.com) and describe the problem. You and the Company as the parties hereto agree to make good faith efforts to resolve any dispute within **sixty (60) days** of receiving a written notice of the dispute. This mandatory pre-trial stage is a prerequisite before resorting to the procedures described below. If the dispute is not resolved after the 60-day period, the parties may resort to a formal resolution of the dispute.

Binding Arbitration: If a dispute cannot be resolved amicably as described above, **all claims and disputes arising from or in connection with this Agreement will be settled by individual binding arbitration.** You and the Company agree not to refer such a dispute to a court of general jurisdiction; instead, a neutral arbitrator will make a final and binding decision for the parties. Arbitration will be administered by the **American Arbitration Association (AAA)** under its current Consumer Arbitration Rules (if applicable) or other applicable rules. If the parties do not agree otherwise, one arbitrator will participate in the arbitration. The arbitration procedure is confidential. The arbitrator's decision is final and may be enforced through a court of competent jurisdiction. If AAA is unavailable or refuses to arbitrate, the parties will agree on an alternative (or a court can appoint one).

Arbitration Venue and Fees: As a general rule, arbitration hearings may be held remotely (e.g., via video conference) or, at the choice of the consumer party, in the district of their residence. If the hearing requires an in-person presence, it will take place in Delaware or at another location agreed upon by the parties. Arbitration fees (including the arbitrator's fee) are allocated according to the AAA rules. To avoid burden on the consumer, the Company is ready to reimburse you on request for arbitration fees exceeding the amount of the state court fee that you would have paid when filing a claim in court, provided that your claim is not explicitly unfounded or abusive. Each party will bear their own attorneys' fees and costs, unless the arbitrator awards reimbursement of those according to applicable law or rules.

Class Action Waiver: You agree that **any disputes with the Company will be settled on an individual basis only.** Neither you nor the Company may act as a plaintiff or participant in a class or consolidated action against the other party. In particular, the parties agree that no dispute may be combined with another one in class proceedings, and the arbitrator is not authorized to consider claims of more than one consumer jointly or to conduct **class-wide arbitration.** You also waive the opportunity to make claims as an alleged representative of a wide circle of people (e.g. other Users) or to participate in legal proceedings as a member of a group of plaintiffs. If this class action waiver agreement is found to be illegal or inapplicable in relation to a specific dispute, the arbitration agreement will not apply to that dispute, and the dispute will be subject to judicial proceedings as described below.

Governing Law and Role of the Federal Arbitration Act: This arbitration agreement is governed by **the U.S. Federal Arbitration Act**, 9 U.S.C. §§ 1-16. The parties expressly agree that 9 U.S.C. §§ 1-16 provisions apply to this Agreement, and any arbitration award may be enforced in accordance with the said federal act. When resolving a dispute, the arbitrator applies the substantive law defined in Section 23 "Governing Law and Jurisdiction," subject to conflict-of-law principles. If any part of the arbitration agreement is found to be invalid or unenforceable, the remaining parts of the agreement will remain in force (except in cases where the class action waiver is declared invalid).

Opt-Out Right: If you do not agree to mandatory arbitration, you have the right to **opt out of it** by notifying the Company **within thirty (30) days** of accepting this Agreement. To opt out, you must send a written notice to the Company's email address with the subject line "Arbitration Opt-Out" and your identification data (name, contact email, and date of payment for the Service). The notice should clearly indicate your unwillingness to comply with the arbitration agreement. If the opt-out notice is sent and received within the specified term, the arbitration and class action waiver provisions will not apply to you, with all other provisions of this Agreement remaining in effect. Please note that opting out of arbitration does not affect the processes which have already been initiated: e.g., if at the time when the opt-out notice is received, arbitration has already begun on your dispute, the parties may agree to terminate the arbitration and switch to judicial proceedings. If, however, you do not submit an opt-out notice within the specified term, this implies your agreement to mandatory arbitration and waiver of the right to try the dispute in court before a judge or jury.

If you have any questions, you may consult an attorney. However, we believe that arbitration is a fair and efficient way to resolve any issues. We strive to maintain a positive relationship with our Users, so we hope it never comes to formal disputes.

23 GOVERNING LAW AND JURISDICTION

Choice of Law: This Agreement as well as all relations between the User and the Company arising out of it or in connection with the use of the Service **are governed by and construed in accordance with the substantive law of the United States and the State of Delaware**, without regard for the conflict-of-law principles (e.g., principles of private international law that could lead to application of the law of another state or country). The reference to Delaware law does not deprive a User of their rights protection according to imperative norms that apply in their state and must be legally applied regardless of the choice of law in a contract. In particular, if the law provides you with any warranty that cannot be limited by an agreement between the parties, such legal provisions will prevail.

23 GOVERNING LAW AND JURISDICTION

Dispute Jurisdiction: The parties agree that, with the exception of disputes subject to arbitration as set forth in Section 22 “Dispute Resolution: Pre-Trial Procedure and Arbitration,” **all disputes arising between the Company and the User are subject to the exclusive jurisdiction of the courts of the State of Delaware, USA.** If U.S. federal courts have substantive jurisdiction over such a dispute, it is considered in a federal court located in Delaware. In all other cases, the dispute will be brought in a Delaware court located in the district where the Company is registered. You and the Company hereby voluntarily accept the specified jurisdiction and waive any objections regarding the forum non conveniens. However, the Company reserves the right to request that the case be transferred to a court close to the consumer's place of residence, if this is required by law or would be more convenient for the parties.

Time Limit to Bring Claims Against the Company: To ensure legal certainty and prompt dispute resolution, you agree that any claim or cause of action against the Company, arising from this Agreement or related to the use of the Service, should be filed **within one (1) year** after such claim or cause of action arose, unless applicable law provides for a longer mandatory limitation period. If you do not file a court action or initiate arbitration within the specified one-year term, the relevant claim will be deemed unconditionally lost and will not be satisfied. This provision does not apply in jurisdictions where there are other minimum limitation periods that cannot be reduced by agreement between the parties: in such cases, the period most favorable for the consumer applies.

24 GENERAL PROVISIONS

Entire Agreement: This Agreement, together with the incorporated **Privacy Policy** and **Payment and Refund Policy**, and any other policies or terms referenced herein, constitute the entire agreement between you and the Company regarding the Service. It supersedes all prior and contemporaneous agreements, proposals, or representations, written or verbal, concerning its subject matter.

Severability: If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions. The remaining provisions shall remain in full force and effect. If a provision is deemed invalid only in part or only in certain circumstances, it will remain in force in all other parts and circumstances. (For example, if a state law prohibits a certain disclaimer, that part will not apply in that state, but the rest of the Agreement will.)

Waiver: No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or any other term. The Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. For instance, if you breach this Agreement and we do not immediately take action, that does not mean we have waived our right to enforce the Agreement or to act on similar breaches in the future.

Assignment: You **may not assign or transfer** this Agreement or any of your rights or obligations under it to any other person or entity without the Company's prior written consent. Any attempt to assign without consent is void. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without your consent and without prior notice (e.g., if the Company is sold or merged, or if we transfer the Agreement to an affiliate or as part of an internal reorganization, your Agreement and Account may be transferred to the successor entity). This Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Force Majeure: The Company will not be liable for any failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control. This includes but is not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of government, fire, pandemics or health emergencies, or Internet / network failures not caused by us. If such an event occurs, we will use reasonable efforts to mitigate the impact and resume performance as soon as feasible.

Relationship of the Parties: You and the Company are independent contracting parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. You are not an agent or representative of the Company, and you are not authorized to act on the Company's behalf.

Modifications to the Agreement: The Company may update or change this Agreement from time to time. If we make substantial changes, we will notify you by email (to the address indicated on your Account) or by posting a notice on our Website prior to the change becoming effective. We will also update the effective date at the top of the Agreement. It is your responsibility to review any updated Agreement. Your continued use of the Service after the effective date of the updated Agreement constitutes your acceptance of the changes. If you do not agree to the new terms and conditions, you must stop using the Service and, if applicable, you may delete your Account.

Notices: The Company may send official notices to you by email to the address associated with your Account. You must ensure your contact information is up to date. You can give notice to the Company by email at info@echig.com. Notices will be deemed given when the email is sent, provided that no bounce or error notice is received.

Headings and Interpretation: Section headings in this Agreement are for convenience only and have no legal or contractual effect. In case of any ambiguity herein, it will not be construed against the drafter (both parties had opportunity to review). The words “including,” “for example,” “for instance,” or “e.g.” shall be interpreted as “including but not limited to.”

Survival: Any provisions of this Agreement which by their nature should survive termination (such as those set forth in Section 19 “Intellectual Property and Confidentiality,” Section 20 “Disclaimers of Warranty,” Section 21 “Limitation of Liability,” Section 22 “Dispute Resolution: Pre-Trial Procedure and Arbitration,” Section 23 “Governing Law and Jurisdiction,” and Section 24 “General Provisions”) shall survive any termination or expiration of this Agreement.

Acknowledgment: You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms. You further acknowledge that this Agreement is the complete and exclusive statement of the agreement between you and the Company, and that it supersedes any prior proposal or agreement, oral or written, as well as any other communications between you and the Company relating to the subject matter hereof.

Thank you for taking the time to read our User Agreement. We strive to create a valuable and positive experience for our Users. If you have any questions or concerns about these terms and conditions, please contact us before using the Service. We appreciate your trust.