

# TERMS OF USE

## ZUKUREVIEW.COM TERMS OF USE

**Last Modified: April 22, 2020**

Zukureview.com is designed to be used by veterinary professionals and students who wish to access and utilize test taking services and materials composed of Zuku Review test questions, Flashnotes, Super Summary notes, Top Topics and test preparation strategies (the "test taking materials") in preparation for the North American Veterinary Licensing Exam ("NAVLE®"), Basic Clinical Science Exam ("BCSE"), PAVE Qualifying Exam ("PAVE QE"), Veterinary Technician National Exam (VTNE) or American Board of Veterinary Practitioner's Exam ("ABVP").

Zukureview.com is owned and operated by Zuku, LLC, a Georgia limited liability company ("Zuku" or "we" or "us" or "our"). The Zukureview.com Terms of Use (as amended, restated, supplemented or otherwise modified from time to time, the "Terms") set forth the terms and conditions for your access and use of the test taking materials located on this web site.

The Terms, together with all documents incorporated herein, govern your access and use of Zukureview.com, including any content, functionality and services offered on or through Zukureview.com (the "Website"), whether as a paid member or a guest. **Please read the Terms carefully and by clicking the "I AGREE" button below prior to completing the registration process, you accept and agree to abide by the Terms.**

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. The Terms shall be a binding legal contract between you and us and shall cover your use of the Website as well as any content contained therein.

The Website is an evolving medium and we may change the Terms and any policies affecting the Website from time to time. Any modifications to the Terms or our policies shall be effective immediately upon posting to the Website, unless otherwise noted. By continuing to access and use the test taking materials on our Website after we post any such changes to the Terms, you accept the Terms, as modified. However, in the event that you are dissatisfied with any modifications to the Terms or our policies, you have the right to cancel your membership or free access under the terms of the cancellation policy noted below. A link to the Terms is provided on the Website so that you can review the Terms at any time. You may also wish to print a copy of the Terms for your future reference.

### Privacy Policy.

Zuku's Privacy Policy is posted here at <https://zukureview.com/navle/privacy> and is incorporated into these Terms. In the event that you link to the web sites of other parties through the Website to find out more about their products and services or for the purposes of processing transactions, your access and use of the web sites of others shall be governed by their own terms of use and privacy policies.

### Intellectual Property; Limited Use.

All content available through this Website and its features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are our property and are **protected by United States and international copyright, trademark and other intellectual property laws.**

**You must abide by all copyright notices and restrictions contained on this Website and you agree not to alter, remove, conceal or otherwise make non-viewable any copyright, trademark or other proprietary right notice, legend, advice, watermark or other designation that may appear on or within the test taking materials, additional materials or any other content on the Website at any time.**

During the applicable membership or free access period, you are entitled for your own personal, non-commercial use to:

- (i) access via the Internet, display and utilize the test taking materials during your own computer sessions only, and
- (ii) print one (1) copy of, download and store in machine readable form the Flashnotes, Super Summary notes and test preparation strategies portions of the test taking materials for your own study or educational purposes otherwise subject to the restrictions contained herein and any other restrictions that Zuku may employ regarding the allowable number of downloads, etc., as may be posted on the Website from time to time.

In addition, you may (x) store files that are automatically cached by your Web browser for display enhancement purposes; (y) if we provide desktop, mobile or other applications for download, download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications and (z) if we provide social media features with certain content, take such actions as are enabled by such features.

**In the event that your membership or free access period is canceled, your limited rights as described herein shall cease effective as of the date of cancellation and you shall destroy any hard copies of content from the Website and permanently delete any downloaded content from the Website.**

**Without Zuku's prior written permission, you may not:**

- other than the materials referenced in the immediately preceding paragraph, download, store or print in any form any content of the Website, including, without limitation the Zuku test questions or portions thereof or the information, material or content contained therein;
- reproduce, share, perform, distribute or use in any other manner or form any of the test taking materials (including embedded computer programs or other code);
- enter into a database, distribute, transmit, disseminate, perform, modify or create derivative works of any of the content of the Website, including the test taking materials (including embedded computer programs or other code) or copies or portions thereof found on this Website in any form, including by email or other electronic means;
- upload, post, e-mail, transmit, publicize, publish, re-publish or otherwise make available Website content to any third party;
- reproduce, sell, resell, rent, lease, license or otherwise exploit for any commercial, financial or other beneficial purposes, including, without limitation, advertising, any portion of, use of or access to the Website, test taking materials or additional materials.

The Website may include technological protection measures that effectively control access to, downloading, reproduction or distribution of the test taking materials.

Any attempt to tamper with or dismantle these protections is a **breach of the Terms and may be a violation of the Digital Millennium Copyright Act of 1998 and may subject the violator to civil and criminal penalties.**

Further, you agree not to interrupt or attempt to interrupt the operation of the Website in any manner at any time. Requests for permission to reproduce, print or otherwise use the test taking materials found on this Website beyond the scope of use permitted by the Terms should be sent to us via facsimile or via e-mail through our "Contact Us" link referenced on the home page of the Website.

**No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company.**

**Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.**

## **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms. In addition to the prohibitions set forth elsewhere in these Terms, you agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **Additional Materials.**

Additional materials or products may be available for your use or purchase at any given time as otherwise noted on the Website.

## **Trademarks.**

Zuku Review, Flashnotes, Super Summary, Top Topics and other marks and logos on our site are the trademarks of Zuku LLC. You may not use any trademark, logo or service mark appearing on the Website without our prior written consent.

## **Disclaimers.**

We strive to make this Website an interesting and enjoyable place for you to study for the NAVLE®, BCSE, PAVE QE, VTNE or ABVP. However, we cannot and do not guarantee that all users or any particular user who utilize the test taking materials contained on this Website will pass the NAVLE®, BCSE, PAVE QE, VTNE or ABVP or find everything on this Website to their liking. Your use and reliance upon any and all information contained in the test taking materials or otherwise provided through our Website is at your sole risk.

**Please read the disclaimers below carefully before agreeing to register.**

## **No Warranties.**

THE TEST TAKING MATERIALS, ANY ADDITIONAL MATERIALS, INCLUDING ALL CONTENT, SOFTWARE AND OTHER INFORMATION MADE AVAILABLE, ACCESSED THROUGH OR OBTAINED BY MEANS OF OUR WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT; NOR DO WE WARRANT THAT (A) THE FUNCTIONALITY CONTAINED IN OUR WEBSITE OR IN THE TEST TAKING MATERIALS SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (B) THE TEST TAKING MATERIALS OR ADDITIONAL MATERIALS SHALL MEET YOUR OWN PERSONAL REQUIREMENTS, (C) THE TEST TAKING MATERIALS OR ADDITIONAL MATERIALS SHALL BE COMPLETE OR CORRECT, (D) OUR WEBSITE, THE TEST TAKING MATERIALS OR ADDITIONAL MATERIALS SHALL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR (E) OUR WEBSITE OR THE TEST TAKING MATERIALS, INCLUDING THE SERVERS ON WHICH OUR WEBSITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **Limitations On Our Liability.**

ANY USE OF THE TEST TAKING MATERIALS, ADDITIONAL MATERIALS AND OUR WEBSITE IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE TEST TAKING MATERIALS OR ADDITIONAL MATERIALS, MADE AVAILABLE, ACCESSED THROUGH OR OBTAINED BY MEANS OF OUR WEBSITE. EXCEPT TO THE EXTENT EXPRESSLY STATED ON THIS WEBSITE, WE, OUR AFFILIATES, AGENTS AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEYS' FEES, DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, AGENTS AND SERVICE PROVIDERS, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THIS SERVICE, OUR WEB SITE, THE TEST TAKING

**MATERIALS OR THE ADDITIONAL MATERIALS PROVIDED BY US ON THIS WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID (IF ANYTHING) FOR THE TEST TAKING MATERIALS AND ADDITIONAL MATERIALS, IF APPLICABLE, FOR THE MOST RECENT OR THEN-CURRENT MEMBERSHIP PERIOD.**

### **Force Majeure.**

Zuku shall not be responsible for any delays, failures or interruptions in the test taking materials or access to our Website resulting directly or indirectly from any cause or circumstance beyond Zuku's reasonable control, including, without limitation, failures of communications facilities, equipment failures, labor disputes, natural disasters, shortages of resources or materials, delay or disruption of shipments or deliveries, trespass or interference of third parties or similar events or circumstances.

### **Other Sites.**

The Zuku Website may contain links and pointers to other sites on the Internet that are maintained by others.

Such links do not mean that we endorse any third party site or any of products, services or other materials that are found there. We do not control and are not responsible for the availability, accuracy and currency of such third party sites or of any information, content, products or services found there.

We are not responsible for, and cannot guarantee, the performance of products and services provided by our sponsors, advertisers, marketers or others to whose sites we may link.

A link to another web site does not constitute our endorsement of that site (nor of any product, service or other material offered on that site).

### **Links, Framing and Metatags.**

You may link to the home page of the Website as long as the link does not cast Zuku in a false or misleading light, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

However, you agree that if you create any link to the Website that you will not employ technology that results in the placement of content from the Website in a frame or a reduced pop-up window or any other display mechanism that changes the Website from how it would appear if a user typed in Website's URL to a typical browser line.

You agree not to frame the content of the Website or use metatags or any other hidden text that incorporate Zuku's trademarks and/or our name without our prior written permission.

### **Access to the Test Taking Materials.**

Once you have completed the registration process, including supplying a unique login and password, you will have access to the test taking materials immediately for the applicable membership or free access period subject to the Terms.

You agree that your completion of the registration process to access and utilize the test taking materials entitles Zuku to contact you regarding administrative notices and communications relevant to your use of the Website.

You also agree that Zuku may ask you to provide us voluntarily with additional personal information regarding such things as your educational background and goals, academic experience or personal and business interests.

Additionally, you agree that Zuku may ask you to participate voluntarily in our follow-up surveys so that you can rate the effectiveness of our test taking materials and our Website's features.

Zuku may use this additional personal information that you provide to us to help us customize our services and products for you.

**Your membership or free access cannot be shared, sold, assigned or otherwise transferred to any other person or entity and any attempt to do so will have no force and effect.**

### **Paid Membership.**

By submitting your payment and authorization information, you agree to pay the membership fee for full access to the test taking materials available on our web site.

After your payment is processed, you will have full access to the test taking materials and Zuku membership for the applicable membership period.

### **Free Access.**

By completing the registration process and electing free access you will have access for the applicable free access period to a free sample page only which shall consist of sample notes, sample test questions, sample strategies and use of progress review tools.

## Registration.

To obtain access to test taking materials on our Website or the applicable membership or free access period, you will need to register with us.

You agree that the information you supply during that registration process will be current, accurate and complete and that you will not register under the name of, nor attempt to access the test taking materials on this Website under the name of, another person or entity.

**We reserve the right to refuse, suspend or discontinue use of a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise deemed offensive by us in our sole and absolute discretion.**

Your user name and password are personal to you and you agree not to share this information with anyone else.

You will be responsible for preserving the confidentiality of your password and will notify us immediately at the fax number noted below or by e-mail through the "Contact Us" link referenced on the home page of the Website of any known or suspected unauthorized use of your account or breach of its security.

We cannot and will not be liable for any loss or damage arising from your failure to adequately safeguard your user name and password.

Your password will be applicable for the then-current membership or free access period only and shall be subject to cancellation or suspension by us at any time for any reason including for extended periods of inactivity during your sessions or your non-use of our site.

After completing the registration process, you will have access to the Website and can begin reviewing the test taking materials immediately for the applicable membership or free access period.

## Cancellation.

You may cancel your membership to the test taking materials at any time.

We reserve the right to cancel your membership or free access at any time in the event of any unauthorized use of your account, misuse of the test taking materials, the Website, or other violation of the Terms.

We also reserve the right to deny or suspend access to the Website, or to the test taking materials provided via the Website, to anyone who misuses the Website or the test taking materials or who otherwise violates the Terms or who, in our judgment, interferes with the ability of others to enjoy the Website.

We reserve the right to suspend or discontinue the Website any portion thereof, including the availability of any area of our Website, and/or cancel your membership or free access at any time without notice to you, in the event that we cease providing the test taking materials or our services in whole or in part for any reason. Additionally, we reserve the right to modify the Website or any portion thereof at any time for any reason.

Also, we may impose limits on certain features of or restrict your access to all or portions of the Website at any time without notice to you or any liability to us.

## Refund Policy for Your Cancellation of Paid Membership.

If you cancel your own membership:

- (i) within 24 hours of enrollment (i.e., completion of payment processing for Zuku membership) and before utilizing any portion of the Zuku test taking materials, we will refund to you your membership fee, minus a \$25 processing fee; or
- (ii) within one (1) month after enrollment and after answering less than 50 test questions, we will refund to you 75% of your membership fee, minus a \$25 processing fee.

*There shall be no refund of your membership fee in whole or in part for any cancellation of your membership that does not meet the criteria specified herein.*

*If you wish to cancel your membership and request a refund in accordance with the terms herein, you should contact Zuku directly via facsimile or via e-mail through our "Contact Us" link referenced on the home page of the Website.*

*Approved refunds will be made within 45 days of your cancellation of your membership. Governing Law; Jurisdiction and Venue; Limitation on Claims.*

*The Terms have been made and shall be construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.*

*By completing the registration process for access to and use of the test taking materials, you consent to the exclusive jurisdiction of the state and federal courts sitting in DeKalb County, GA in all disputes arising out or relating to the Terms or the Website.*

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the

test taking materials or the Website must be filed within one (1) year after such claim or cause of action arose or shall be forever barred.

## Notices.

All notices of a legal nature or other communications required to be given hereunder shall be in writing and shall be deemed given

- (i) if by hand delivery, upon receipt thereof;
- (ii) if by certified mail, return receipt requested, postage prepaid, four (4) days after deposit in the US mail;
- (iii) if by facsimile transmission, upon electronic confirmation thereof; or
- (iv) if by reputable overnight delivery service, upon confirmation of delivery.

Rejection or other refusal to accept or inability to deliver notice due to change of address of which no notice has been received shall constitute receipt of the notice or other communication sent.

## Other.

The Terms herein constitute the entire and exclusive agreement between you and Zuku with respect to the subject matter herein and shall govern your use of the test taking materials and the Zuku web site.

The Terms shall supersede any prior agreements between you and Zuku with respect to the subject matter herein.

Zuku's failure to exercise or enforce any right or provision of the Terms at any time shall not constitute a waiver of such right or provision.

If any provision of the Terms or portion thereof is found by a court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision or portion thereof shall not affect the other terms of the Terms and all terms not affected by such invalidity shall remain in full force and effect.

Your relationship to Zuku and our relationship to you shall be one of independent contractors and neither of us shall have the power to bind the other nor shall either of us make any such representation to third parties.

The section titles utilized in the Terms are for convenience only and shall have no legal or contractual effect.

The provisions of these Terms, including, without limitation, those applicable to Intellectual Property; Limited Use, Trademarks; Disclaimers; No Warranties and Limitations on Our Liability; Governing Law; Jurisdiction and Venue; and Limitations on Claims shall survive the membership or free access period and any expiration or cancellation of the Terms.

We invite you to contact us with your questions or comments about our Website, the Terms contained herein or to bring to our attention any material that you believe to be inaccurate.

If you wish to send us such comments, please include a copy of any material you wish to discuss.

Our contact information is as noted below.

At our sole discretion, we may require you to submit any disputes arising from the use of these Terms or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Georgia law.

Steven I McLaughlin, DVM, MPH, DACVPM

Zuku, LLC

2107 North Decatur Rd., PMB 426

Decatur, GA 30033

Phone: 1-800-928-8218 ext 0

Fax: 1-800-454-7140

You may also email us through our "Contact Us" link referenced on the home page of the Zuku web site.

## I AGREE or I DO NOT AGREE

By checking the box "YES, I AGREE TO THE TERMS AND CONDITIONS" you will have access to the registration portion of our Website and can now complete this process.

Upon completion of registration, you will have access to the test taking materials for the applicable membership or free access period. If you do not check the box you will not have access to Website or the test taking materials contained on the Website.

By **not** checking the box, you are stating "I DO NOT AGREE" and **will not** have access to our web site.