

Terms of Service

Last updated: March 2026

IMPORTANT: Please read these Terms of Service carefully before using TestEarth. By creating an account or using our services, you agree to be bound by these terms, including the binding arbitration agreement and class action waiver below.

1. Acceptance of Terms

By accessing or using TestEarth ("the Service") at testearth.com, you agree to be bound by these Terms of Service and all applicable laws and regulations. If you do not agree to these terms, please do not use our service. These terms apply to all users including visitors, members, and anyone who accesses the platform.

2. Description of Service

TestEarth provides an online platform offering IQ-style quizzes, brain training tests, and cognitive skill-building exercises. Access to the full platform requires a paid membership subscription. We offer introductory trial periods for new users. A valid payment method is required at sign-up; you will not be charged until the trial period ends.

3. Eligibility

You must be at least 13 years of age to use TestEarth. By using the service, you represent that you meet this age requirement. If you are under 18, you confirm that you have parental or guardian consent to use the service and agree to these terms.

4. Accounts and Registration

To access TestEarth membership features, you must create an account. You agree to:

- Provide accurate and complete information during registration
- Keep your account credentials secure and confidential
- Notify us immediately of any unauthorized use of your account
- Take responsibility for all activity that occurs under your account

You may not share your account with others or create multiple accounts to circumvent restrictions or free trial limitations.

5. Free Trial and Introductory Offers

New users may be eligible for trial or introductory offers. A valid payment method is required at sign-up. The trial gives you full access to the TestEarth membership. At the end of the trial period, your chosen subscription plan will automatically begin and your payment method will be charged unless you cancel before the trial ends. Only one free trial per person is permitted. Introductory pricing, including \$1 trial offers, will convert to the

standard subscription rate after the introductory period.

6. Subscriptions and Billing

TestEarth offers various membership plans. Standard billing rates are as follows:

- **Monthly Plan (4-Week):** Typically billed at \$39.99 per month, recurring monthly
- **90-Day Plan (12-Week):** Typically billed at \$79.99 every 90 days
- **180-Day Plan (24-Week):** Typically billed at \$149.99 every 180 days

Discounted and Introductory Rates: From time to time, we may offer discounted rates, promotional pricing, or introductory offers (such as \$1 trials or percentage discounts). These special rates are temporary and will convert to the applicable standard rate upon renewal. The specific terms of any promotional offer will be disclosed at the time of purchase.

Subscriptions automatically renew at the end of each billing period at the then-current rate. You authorize us to charge your payment method on file for the applicable subscription fee. All prices are in USD. We reserve the right to change our pricing with at least 30 days' notice to existing subscribers.

7. Cancellation and Refunds

You may cancel your subscription at any time through your account settings or by contacting us at hello@testearth.com. Cancellation takes effect at the end of your current billing period — you will retain access until then.

We offer refunds on a case-by-case basis. If you experience a technical issue that prevents you from accessing the service, please contact us within 7 days and we will work to resolve it or issue a refund at our discretion.

8. Assignment of Receivables for Declined Transactions

In the event that your payment for a transaction is declined by your bank or card issuer, you agree that we may sell, assign, or transfer the underlying debt (the "receivable") to our third-party partner, The Williams Collection Inc. (USA), who will then become the creditor. You will be notified if this occurs, and any payment you make to The Williams Collection Inc. will discharge your obligation to us for that amount. The Williams Collection Inc. will contact you to arrange for payment. This means that The Williams Collection Inc. becomes the sole owner of the debt.

Cross-Border Data Transfer (EU/International Users): When we assign a receivable to The Williams Collection Inc., your personal data will be transferred to the United States. For users in the European Economic Area: This transfer is protected by Standard Contractual Clauses approved by the European Commission. You have the right to obtain more information about these transfers by contacting our Data Protection Officer at hello@testearth.com.

9. Acceptable Use

You agree not to use TestEarth to:

- Violate any applicable laws or regulations

- Share your account access with others
- Copy, reproduce, or redistribute our quiz content without permission
- Attempt to reverse-engineer or scrape our platform
- Use bots, scripts, or automated tools to interact with the service
- Harass other users or engage in abusive behavior
- Attempt to gain unauthorized access to our systems

Violation of these terms may result in immediate termination of your account without refund.

10. Intellectual Property

All content on TestEarth — including quiz questions, explanations, design, graphics, and code — is the property of TestEarth and is protected by copyright and intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from our content without explicit written permission. Your personal data and quiz results remain yours. We do not claim ownership over your personal information.

11. Disclaimer of Warranties

TESTEARTH IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT: (A) OUR QUIZZES WILL IMPROVE YOUR IQ SCORE OR COGNITIVE PERFORMANCE; (B) THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (C) RESULTS WILL BE ACCURATE OR RELIABLE FOR ANY SPECIFIC PURPOSE; OR (D) ANY ERRORS WILL BE CORRECTED. BRAIN TRAINING RESULTS VARY BY INDIVIDUAL. USE OF THE SERVICE IS AT YOUR OWN RISK.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TESTEARTH, ITS PARENT COMPANY, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGGREGATE LIABILITY CAP: IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE EXCEED THE TOTAL AMOUNT YOU HAVE ACTUALLY PAID TO TESTEARTH FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF YOU HAVE NOT PAID ANY AMOUNTS TO TESTEARTH, OUR MAXIMUM LIABILITY SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100.00).

This limitation of liability applies to the fullest extent permitted by law and shall survive termination of these Terms. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you.

13. Class Action Waiver

YOU AND TESTEARTH AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION. Unless both you and TestEarth agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or collective proceeding.

If this class action waiver is found to be unenforceable, then the entirety of the arbitration agreement shall be null and void, and any resulting dispute shall be resolved in accordance with Section 14 below.

14. Binding Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and TestEarth agree that any dispute, claim, or controversy arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation, or validity thereof, or your use of the Service (collectively, "Disputes") will be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules then in effect.

Location: The arbitration shall take place in Miami-Dade County, Florida, United States, unless the parties mutually agree to a different location or to conduct the arbitration by telephone, video conference, or based solely on written submissions.

Governing Rules: The arbitration shall be conducted under the AAA Consumer Arbitration Rules, available at www.adr.org. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Costs: Each party shall bear its own costs and attorney's fees. AAA filing fees and arbitrator fees shall be allocated in accordance with AAA rules.

Exceptions: Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement of intellectual property rights. Additionally, claims that qualify for small claims court may be brought in small claims court in Miami-Dade County, Florida.

Opt-Out: You may opt out of this arbitration agreement by sending written notice to hello@testearth.com within 30 days of first accepting these Terms. Your notice must include your name, email address, and a clear statement that you wish to opt out of the arbitration agreement.

15. Termination

We reserve the right to suspend or terminate your account at any time for violation of these terms, fraudulent activity, or any behavior we determine to be harmful to the platform or other users. We will provide notice where reasonably possible. If we terminate your account without cause, we will refund any unused portion of your subscription.

16. Accessibility Statement

TestEarth is committed to making our website and services accessible to individuals with disabilities. We strive to follow applicable accessibility standards, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, to the extent reasonably practicable.

Accessibility Feedback: We welcome feedback on the accessibility of our website. If you encounter accessibility barriers or have suggestions for improvement, please contact us at hello@testearth.com. We will make reasonable efforts to address accessibility concerns and accommodate users with disabilities.

Third-Party Content: Our website may contain links to third-party websites or integrate third-party content that is not under our control. We are not responsible for the accessibility of third-party websites or content.

Ongoing Efforts: Accessibility is an ongoing effort. We regularly review our website and services and work to improve accessibility. We appreciate your patience as we work toward full compliance with applicable accessibility standards.

Alternative Formats: If you require information from our website in an alternative format, please contact us and we will make reasonable efforts to provide the information in a format that meets your needs.

17. Changes to Terms

We may update these Terms of Service at any time. We will notify you of significant changes by email or by posting a notice on our website. Your continued use of TestEarth after changes are posted constitutes your acceptance of the updated terms. If you do not agree to the updated terms, you must stop using the Service.

18. Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles. Subject to the arbitration agreement above, any legal action or proceeding not subject to arbitration shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to the personal jurisdiction of such courts.

19. Severability

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

20. Entire Agreement

These Terms of Service, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and TestEarth regarding your use of the Service and supersede all prior agreements and understandings.

21. Contact Us

If you have any questions about these Terms of Service, please contact us at:

- Email: hello@testearth.com
- Website: testearth.com

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