


Terms of Service

 English

These Terms of Service (“Terms”) govern your access to and use of website(s), browser extensions, platforms, applications, and other services (collectively, our “Services”) made available to you by ProctorU, Inc. d/b/a Meazure Learning and its affiliates. These Terms also apply to any information, text, audio, video, images, graphics, code, extensions, or other materials created uploaded, downloaded, transferred or otherwise appearing on or connected with the Services when you interact with Meazure Learning, including recordings of any test sessions (collectively referred to as “Content”).

1. Using Meazure Learning’s Services

To use our Services, you need compatible hardware, software, and internet access. Meazure Learning is not responsible for any equipment or network malfunction or service disruption that affects your test session. By accessing or using Meazure Learning’s Services you agree to comply with and to be bound by these Terms. Do not access or use our Services if you do not agree to these Terms. Meazure Learning reserves the right to terminate any user or account and/or to suspend or end access to the Services, without notice to you, if it has reason to believe you have violated these Terms or if it has been validly instructed to do so by your Testing Institution.

2. Basic Terms

You are responsible for your use of the Services and for any consequences thereof. The Services are being provided to you by Meazure Learning for the benefit of your college, university, instructor, school, organization, certification administrator, or other test delivery partner (hereafter, the “Testing Institution”). The Content you submit, post, or display, including all audio and video recordings or images, including any recordings or images of you made by the Services during your test session(s), will be shareable with and viewed by your Testing Institution. You may use the Services only in compliance with these Terms and any applicable local, state, national, and international laws, rules, and regulations. The form and nature of the Services that Meazure Learning provides may change from time to time without prior notice to you. Additionally, Meazure Learning may stop (permanently or temporarily) providing the Services (or any features within the Services) to you without prior notice. As a user of the Services, you are prohibited from photographing, or recording, by video or sound, any part of

Meazure Learning's Services for any purpose, unless Meazure Learning has granted you express written permission to do so. You may not remove copies of test questions or test answers, and you may not share or discuss with anyone any of the test questions, test content, or test answers you viewed during your test.

We reserve the right to adjust our fees from time to time, without providing prior notice. The current fee schedule is available through your Testing Institution, and it is fully incorporated herein by reference. The incorporation of the fee schedule, by reference, includes any changes to pricing or availability of choices. Unless your Testing Institution is paying your test session fees directly to us, you are responsible for all fees and costs associated with your use of the Services, including any fees for "premium" services that you select.

3. Privacy

Meazure Learning's current Privacy Policy (available [here](#)) is expressly incorporated into these Terms by reference. Your use of the Services and any Content that you provide during your interaction with Meazure Learning is subject to our Privacy Policy, which governs how your information and any Content you provide is collected and forwarded to your Testing Institution.

4. Identity Authentication

By selecting to use the Services, you agree to provide only true and accurate information to authenticate your identity.

5. Connecting to Your Computer

When you use the Services, Meazure Learning will remotely connect to your computer in order to monitor your computer screen and premises and to ensure no prohibited applications or settings are activated during your examination or test session. As a part of using the Services, you agree to scan your premises using your webcam if or when a proctor request that you do so. The proctor will provide you with reasonable instructions on how to accurately scan your room. You agree to maintain audio and video contact with the proctor during the test session, to enable the Services to record your test session, and to disconnect audio and video contact from the test session once it ends. You authorize us to make all recordings of and any Content from your examination or test session available to your Testing Institution.

If you exhibit unacceptable behavior during your test session, Meazure Learning reserves the right to deny service and report your actions to your Testing Institution. By choosing to use Meazure Learning's services, you understand and acknowledge that the proctor may immediately terminate your test session if the proctor experiences or observes:

1. Anything that would require termination based on the agreement between your Testing Institution and Meazure Learning; or
2. Any conduct that the proctor deems vulgar, offensive, pornographic, obscene, abusive, criminal, or otherwise inappropriate.

When you choose to use the Services, you grant the proctor the right to use whatever method Measure Learning makes available to recommend that your examination or test be disqualified if or when the proctor detects suspicious or questionable action(s) during the test session.

6. Accounts and Passwords

In order to use the Services, you may be required to register with Measure Learning and to create an account. You will receive account confirmation through the email address you provide during registration.

When you create your account, you are agreeing to: (i) provide true, accurate, current, and complete information about yourself and (ii) maintain and promptly update your registration information to keep it true, accurate, current, and complete. Measure Learning, in its sole discretion, has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) if:

1. You provide any information that is untrue, inaccurate, not current, or incomplete; or
2. Measure Learning has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete; or
3. You provide erroneous information.

You are responsible for maintaining the confidentiality of your account credentials. If you have reason to believe that your account is no longer secure, you must promptly change your password and immediately notify us by submitting a ticket through our support center.

7. Content

You are solely responsible for any Content that you originate and transmit while using the Services. Because Measure Learning does not control user-generated Content transmitted via the Services, we cannot take responsibility for such Content. By submitting, transferring, posting, or displaying Content on or through the Services, you give Measure Learning permission to use, transmit, display, and distribute such Content to your Testing Institution. You are responsible for how you use the Services, any Content you provide, and any consequences thereof, including the disqualification of your test by your Testing Institution. Measure Learning is not and will not be responsible or liable for how your Testing Institution chooses to use your Content. When you use the Services, you represent and warrant that you have all the rights, power, and necessary authority to submit your Content.

8. Measure Learning Intellectual Property Rights

Our Services contain intellectual property that is exclusively owned by Measure Learning and its licensors, including but not limited to, text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software, code, content and the layout, coordination, and arrangement of our Services. All intellectual property rights in our Services are protected by applicable United States and international intellectual property laws and

treaties. By using the Services, you acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about our Services (“Submissions”) that you send to Meazure Learning are voluntary and non-confidential, and you agree that Meazure Learning is entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Neither the Services nor any portion thereof may be modified, copied, reproduced, downloaded, posted, transmitted, transferred, sold, or distributed in any form except as described in these Terms. You agree to comply with all copyright and other laws worldwide in your use of our Services and to prevent any unauthorized copying of any Content from our Services.

You are granted a non-exclusive and non-transferable license to electronically access and use the Services only in the manner described in these Terms. Meazure Learning does not sell to you, and you do not have the right to sublicense, any Meazure Learning intellectual property. You agree and acknowledge that Meazure Learning has the right to change the Content or technical specifications of any aspect of the Services, in its sole discretion. Meazure Learning may revoke or terminate this license at any time, without notice or liability. We will not be responsible if, for any reason, all or any part of the Services become unavailable.

No other right, title, or interest in or to the Services is transferred to you, and Meazure Learning reserves all rights not expressly granted herein. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in a manner that breaches these Terms, your right to use the Services will cease immediately.

9. Links

The Services may contain links to third-party websites or resources outside of Meazure Learning’s control. By using the Services, you acknowledge and agree that Meazure Learning is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. The inclusion of links to such websites or resources does not imply Meazure Learning’s endorsement of such websites or resources or the content, products, or services available therein. By using the Services, you acknowledge that you are solely responsible for and assume all risk arising from your use of any such third-party websites or resources.

You may provide a link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. Subject to the foregoing, you must not:

1. Establish a link to our Services from any website that is not owned by you; or

2. Cause our Services or any portions of it to be displayed, or appear to be displayed, by any other site, for example, framing, deep linking, or in-line linking, on any other site; or
3. Otherwise take any action with respect to our Services that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us and immediately cease any linking when directed to do so by Meazure Learning. We reserve the right to withdraw linking permission without notice.

10. Warranties

You represent and warrant that the information you provide when downloading, registering for, accessing, or otherwise using our Services and all information that you subsequently provide regarding yourself is true and accurate and not misleading.

Your access to and use of the Services or any Content is at your own risk. Meazure Learning makes no warranties, express or implied, regarding errors or omissions and assumes no liability for loss or damage resulting from the use of or inability to use the services. You understand and agree that the Services are provided to you on an **AS IS, WITH ALL FAULTS, and AS AVAILABLE** basis. Neither Meazure Learning nor its vendors, affiliates, or any person associated with Meazure Learning makes any warranty or representation with respect to the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any Content therein. Neither Meazure Learning nor anyone associated with Meazure Learning represents or warrants that the Services will be accurate, reliable, error-free, uninterrupted, free of transmission errors, that defects will be corrected, that the Services are free of viruses or other harmful components, or that the Services will otherwise meet your needs or expectations.

When you use our Services, any information that you submit will be transmitted via the internet and such transmission is beyond our control. Meazure Learning does not assume any responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. Meazure Learning does not assume any liability for loss or damage to your computer systems, devices, or networks as a result of your use of the services. Meazure Learning will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, devices, or data due to your use of the Services.

No advice or information, whether oral or written, obtained from Meazure Learning or through the Services, will create any warranty that has not been expressly and explicitly made herein. YOUR SOLE REMEDY AGAINST MEAZURE LEARNING FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

Without limiting the foregoing, MEAZURE LEARNING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Meazure Learning will not be liable for any delay or failure in performance of the Services.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of the Services, for any cause of action.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER MEASURE LEARNING OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES. SUCH DAMAGES MAY INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, EMOTIONAL HARM, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS.

12. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for consequential or incidental damages. Therefore, any warranty exclusion(s) and/or limitation(s) of liability will not apply to users who are subject to applicable prohibitions. All other warranty exclusions and limitations of liability shall remain in full force and effect.

13. Indemnity

By using the Services, to the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Meazure Learning, our officers, directors, stockholders, employees, agents, contractors, partners, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses arising from your breach of these Terms, your illegal conduct, or your violation of the rights of any third party, including rights available under our agreements with any Testing Institution or other third party. Those claims, liabilities, damages, losses or expenses may include, but are not limited to, reasonable attorneys' fees, court costs, and costs that arise out of or are in any way connected with your access to or use of the Services, your violation of or failure to perform any obligation under these Terms, or your violation of any rights of any third party.

14. Waiver and Severability

Meazure Learning's failure to exercise or enforce any right or provision of these Terms will not be deemed as a waiver of its right to the benefits associated with such right(s) or provision(s). No waiver by Meazure Learning of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

In the event that any provision of these Terms is held to be invalid or unenforceable by any applicable law, rule, order, or regulation of any government, or by the final determination of any state or federal court, such provision shall be ineffective only to the extent of such invalidity, and shall not affect the enforceability of any other provision in these Terms.

15. Controlling Law and Jurisdiction

All Terms and any claim or action arising out of or in any way related thereto will be governed by the laws of the State of Alabama without regard to or application of its conflict of law provisions. All claims, legal proceedings, or litigation arising out of or in connection with or related to the Services will be brought solely in a court of competent jurisdiction in the State of Alabama, County of Jefferson.

16. International Use of Services

These Services are created, operated, and controlled by Meazure Learning from the United States. Meazure Learning makes no claims that the Services are appropriate for use outside of the United States. You may not use the Services or any component of the Services in violation of United States or foreign export laws and regulations. Access to the Services may not be legal in certain countries outside the United States. If you use the Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

17. Modification to Terms

Meazure Learning may modify these Terms at any time at its sole discretion by changing, adding to, deleting from or otherwise updating them. Meazure Learning will and provide notice of changes to these Terms by posting them on our Services or by any other means available under applicable law. Any such revisions become effective immediately and supersede and supplant any previous version of these Terms. You should visit these Terms from time to time to review the then current Terms because they are binding on you. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. It is your obligation to be familiar with the Terms that are in effect at the time of your use.

The current Terms supersede and supplant any previous version of the Terms. By continuing to use the Services after we provide notice of any change, you agree that your access and use of the Services is the functional equivalent of your signature and you hereby waive any objection to electronic assent to this agreement, whether based on the Statute of Frauds or similar law, rule, or regulation. A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of these Services to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18. Supplemental Agreements

Certain provisions of these Terms may operate in conjunction with expressly designated legal notices, agreements between Meazure Learning and your Testing Institution, or terms located on particular pages or components of Meazure Learning's Services (each a "Supplemental Agreement"). In the event of a conflict or inconsistency between these Terms and a Supplemental Agreement governing or otherwise concerning your use of Meazure Learning's Services, the provisions of the Supplemental Agreement shall prevail, unless Meazure Learning expressly agrees otherwise in writing. Meazure Learning will not retain or use your personal data for a period or in a manner inconsistent with the retention or use your Testing Institution permits under any Supplemental Agreement."

19. Virtual Patent Marking Notice

Meazure Learning provides secure live and automated online proctoring services for academic institutions and professional organizations. Meazure Learning's technology is used in its services and solutions, sold or offered by the company, its affiliated entities and by its commercial partners.

Meazure Learning's online test-taking services and solutions, including but not limited to its record, record+ , review+ and live+, or portions thereof are protected by the following patents in the United States and elsewhere. Additional patent applications may be pending. Other Meazure Learning products and services not listed here may be protected by one or more patents in the United States and elsewhere.

- Pat. No. 9,601,024
- Pat. No. 10,083,619
- Pat. No. 10,192,043

This page is intended to satisfy virtual patent marking provisions of various jurisdictions, and is intended to serve as notice under 35 U.S.C § 287(a) of the America Invents Act.

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