

# REGISTRATION FORM FOR TEST TAKERS UNDER 18

To register for the CELPIP Test, please fill out this registration form and mail it at least four to six weeks before your requested test date. With your registration form, please include a Money Order, payable to Paragon Testing Enterprises Inc.

**Please note:** registrations cannot be completed at CELPIP Test Centres; all registrations must be completed directly through Paragon Testing Enterprises Inc. **This form is for registrations within Canada only.**

## PERSONAL INFORMATION

PHOTO ID DOCUMENT TYPE:

- ☐ PASSPORT BOOKLET
- ☐ TRAVEL DOCUMENT
- ☐ CANADIAN PERMANENT RESIDENT CARD / REFUGEE PROTECTION CLAIMANT DOCUMENT

PHOTO ID DOCUMENT NUMBER:  EXPIRY DATE (day/month/year):

FIRST NAME (as it appears on your valid photo ID):

LAST NAME (as it appears on your valid photo ID):

MAILING ADDRESS:

CITY:  PROVINCE:  POSTAL CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

DATE OF BIRTH (day/month/year):  GENDER: MALE ☐ FEMALE ☐

COUNTRY OF CITIZENSHIP:

WHAT IS YOUR FIRST (PRIMARY) LANGUAGE?

☐ RECEIVE CELPIP TEST SCORES BY SMS

Have your CELPIP Test scores sent directly to your mobile phone, the same day they are posted online in your CELPIP Account! Note that CELPIP Scores sent to you by SMS are not official and you should only submit the hardcopy CELPIP Official Score Report to receiving institutions.

## TEST REGISTRATION INFORMATION

TYPE OF CELPIP TEST: (It is the test taker's responsibility to select the test type that meets their needs.)

☐ **CELPIP-GENERAL LS TEST** (for Canadian citizenship) ☐ **CELPIP-GENERAL TEST** (for permanent resident status in Canada)

### FIRST-CHOICE TEST SITTING

TEST CENTRE NAME:  DATE OF TEST:  TIME OF TEST:

### SECOND-CHOICE TEST SITTING

TEST CENTRE NAME:  DATE OF TEST:  TIME OF TEST:

## PAYMENT INFORMATION

CELPIP TEST FEES:

**CELPIP-GENERAL LS TEST** \$195.00 CAD + TAX\*

**CELPIP-GENERAL TEST** \$290.00 CAD + TAX\*

Pricing may vary in some locations, please check [celPIP.ca](http://celPIP.ca) for more information.

### TOTAL PAYMENT:

\$  (Including \*TAX)

\*Tax rates and total tax amount calculations can be found on the following page.

To register, include payment with this form (make Money Orders payable to "Paragon Testing Enterprises Inc.") and mail directly to the Paragon Testing Enterprises Office:

**WeWork**  
03-129 c/o Paragon/ Prometric  
2015 Main Street  
Vancouver BC  
V5T 3C2

To find out about other payment methods, or for any additional inquiries, please contact us toll free at 1-800-958-5186 or by email at [info@celPIP.ca](mailto:info@celPIP.ca).

- ☐ By checking off this box I certify that I, the test taker, have read, understood, and agreed to the Paragon Testing Enterprises Service Terms for Testing Services and Instructional Materials and the General Terms of Service.
- ☐ By checking off this box, I acknowledge that I am expressly consenting to the collection and processing of my Biometric Data and that such consent is effective until and unless I affirmatively withdraw that consent in writing to [privacy@paragontesting.ca](mailto:privacy@paragontesting.ca). Please note that consent is required to complete test registration.

TEST TAKER'S SIGNATURE

DATE:

DAY / MONTH / YEAR

- ☐ By checking off this box I certify that I, the Parent/Guardian have read, understood, and agreed to the Paragon Testing Enterprises Service Terms for Testing Services and Instructional Materials and the General Terms of Service.

PARENT/GUARDIAN FULL NAME (PRINT)

DATE:

DAY / MONTH / YEAR

PARENT/GUARDIAN SIGNATURE

## CELPiP TEST TAXES

<b>CELPiP-GENERAL \$290.00 CAD</b>	<b>NS, NB, NL – add 15% of subtotal</b>	<b>NS add 14% of subtotal</b>	<b>PE – add 15% of subtotal</b>	<b>ON – add 13% of subtotal</b>	<b>AB, BC, MB, NU, SK, YT – add 5% of subtotal</b>	<b>QC – add 14.975% of subtotal</b>
Tax =	\$43.50	\$40.60	\$43.50	\$37.70	\$14.50	\$43.43
Test Total with Tax =	<b>\$333.50</b>	<b>\$330.60</b>	<b>\$333.50</b>	<b>\$327.70</b>	<b>\$304.50</b>	<b>\$333.43</b>
<b>CELPiP-General LS \$195.00 CAD</b>						
Tax =	\$29.25	\$27.30	\$29.25	\$25.35	\$9.75	\$29.20
Test Total with Tax =	<b>\$224.25</b>	<b>\$222.30</b>	<b>\$224.25</b>	<b>\$220.35</b>	<b>\$204.75</b>	<b>\$224.20</b>

The amounts above indicate tax for each CELPiP Test based on province, as well as the final test totals including tax. Please indicate the total amount, corresponding to the province you reside, when sending your Money Order.

For any questions regarding tax rates or test totals, please contact us toll free at 1-800-958-5186 or by email at [info@celpip.ca](mailto:info@celpip.ca).

<b>NS add 14% of subtotal</b>
<b>\$43.50</b>
<b>\$333.50</b>

<b>\$29.25</b>
<b>\$224.25</b>

## Biometric Collection Disclosure

### BIOMETRICS

Where allowed by law, Paragon uses Biometrics to improve the security and integrity of the testing process in a way that protects test candidate privacy while ensuring test candidate identity.

During the test check-in process an image capture is taken that collects geometric measurements of facial characteristics and checks them against the facial image of the test candidate as presented on their official identification document at the time of registration. Facial recognition is employed for the purposes of identity verification, detection and prevention of fraud and misrepresentation, maintaining the integrity of the testing process, and improving the security of test content.

#### A. Privacy Statement for Biometrics

##### 1. How the Biometric Enabled Check-In System Works

During the security check-in process to take a test a picture image is taken that employs measurements of the facial characteristics of the individual candidate and assigns a template to the image. The template is compared against the facial image of the candidate as presented on their official identification document used at the time of registration for the test and allows Paragon to identify that the candidate testing is the same candidate who registered for the test.

##### 2. Purposes and Uses for Biometric Data

Biometric data is solely used to: (1) verify a candidate's identity on an ongoing basis as they participate in present and future assessments; (2) detect and prevent fraud and misrepresentation by unauthorized candidates; (3) maintain the integrity of the testing process; (4) improve security of test centers and/or test content; and (5) as required by law for certain licensure programs.

##### 3. Disclosures of Biometric Data

As a matter of policy, Paragon does not disclose biometric data to any third party. However, in the event of an investigation of cheating, unauthorized testing, or other misconduct, Paragon may disclose the biometric data to regulatory or law enforcement agencies and/or other third parties involved in the investigation of misconduct or enforcement of Paragon's rights. Paragon will also disclose Personal Data, information and other records only in relation to lawful requests by regulatory, legal or government agencies with jurisdiction and/or authority to make such requests.

##### 4. Security and Data Retention

Paragon shall at all times protect a candidate's Personal Data with operational, administrative, technical and physical security safeguards. Unless a candidate's personal data is being used in connection with an active security or misconduct investigation, Paragon on behalf of the test sponsor shall retain candidate data collected through the Biometric Check-In System in accordance with the law in the jurisdiction in which the data was obtained, or for a maximum of three years from the date of the last assessment or the expiration of the purpose for which the candidate's data was collected, whichever time period is shorter.

## 5. Data Processing

Paragon complies with all local privacy laws in the collection and processing of Personal Data or information, including biometric data such as facial recognition images. This includes but is not limited to, as required, providing disclosures on Paragon's processes and procedures for the collection and processing of Personal Data, obtaining consent of the individual, and/or adherence to local Data Protection Laws in the regions where Paragon conducts business. Candidates are required to expressly consent to the collection, transfer and processing of Personal Data, including biometric data.

At any time you may request access, rectification, erasure, portability, restriction, or object to the processing of your Personal Data, or make inquiries, requests, complaints, or withdraw consent related thereto by completing a data subject request to [privacy@paragontesting.ca](mailto:privacy@paragontesting.ca). You are encouraged to consult the full Paragon Privacy Policy located at <https://www.paragontesting.ca/paragon-legal-agreements-and-policies/privacy-policy>.

The collection, transfer, processing, use and storage of your Biometric Data is necessary to register, schedule and administer a test to you. Please contact Paragon through the contact information provided above if you do not consent to the collection, transfer, processing, use and storage of your Biometric Data.

## CANCELLATION, TRANSFER AND RETAKE POLICIES

Last Updated: April 11, 2024

This policy describes the rules that apply to cancellations/transfers of test session registrations, cancellations of orders, and related matters.

### **Test Registration Cancellation/Transfer by You:**

Your registration for a Test Session is specific to the session (date, time and location) specified in the registration. You may not cancel or transfer your registration for a Test Session except in accordance with this Policy.

- **Cancellation Before Test Session is Held**

If you are unable to attend a Test Session for which you are registered, you may request a cancellation of the registration in your CELPIP Account which can be accessed on the CELPIP website ([www.celpip.ca](http://www.celpip.ca)). If your cancellation request is received by Prometric at least seven (7) days before the date of the Test Session, then Prometric will grant your cancellation request and provide you with a refund of fifty percent (50%) of the fee you paid for the Test Session registration. If your cancellation request is received by Prometric less than seven (7) days before the date of the Test Session, then Paragon will grant your cancellation request and you will not receive any refund of the fee that you paid for the cancelled Test Session registration.

- **Transfer Before Test Session is Held**

If you are unable to attend a Test Session then you may transfer to another Test Session in your CELPIP Account for the same type of Test to which the original Test Session applied. You can access your CELPIP account on the CELPIP website ([www.celpip.ca](http://www.celpip.ca)). If your transfer request is received by Paragon at least seven (7) days before the date of the Test Session and Paragon grants your transfer request, then you will be required to pay a transfer fee of \$50.00 plus applicable taxes. If your transfer request is received by Paragon less than seven (7) calendar days before the date of the Test Session contact Paragon's customer service at 778-327-6854 or [info@celpip.ca](mailto:info@celpip.ca). Paragon in its discretion may require that you support your transfer request with appropriate documentation (e.g. doctor's note or evidence of bereavement) confirming the reason for the transfer request in form and content satisfactory to Paragon. Paragon in its discretion will determine whether to grant or refuse your request for the transfer of a Test Session registration.

### **Test Session Cancellation/Invalidation by Paragon:**

- **Cancellation Before Test Session is Held**

Paragon in its discretion may cancel any Test Session before the session is held. If you are registered for a Test Session before the session is held. If you are registered for a Test Session that is cancelled by Paragon pursuant to this section, then Paragon will attempt to give you prior notice of the cancellation (sent to you by email to the email address that you provided during your registration for the Test Session) and upon request Paragon will either refund the fee that you paid to register for the Test Session or apply the fee to your registration for another Test Session.

- **Invalidation After Test Session is Held**

Paragon in its discretion may invalidate any Test Session or any or all related Test scores at any time after the session is held. If Paragon invalidates a Test Session that you attended or your Test score pursuant to this section, then upon request Paragon will either refund the fee that you paid to register for the Test Session or apply the fee to your registration for another Test Session.

- **Cancellation/Invalidation for Misconduct**

Paragon in its discretion may cancel your registration for a Test Session or invalidate your Test score if you engage in any form of misconduct (including breaching the applicable Service Terms, attempting to cheat on the Test or failing to comply with Paragon's procedures or instructions for the Test Session), and in those circumstances you will not be entitled to receive any refund of the fee that you paid to register for the Test Session and you will not be entitled to apply that fee to another Test Session.

### **Order Cancellation**

You may contact Paragon's customer service at 778-327-6854 or [info@celPIP.ca](mailto:info@celPIP.ca) to request cancellation of an order for Paragon's Products or Services for any reason in accordance with mandatory order cancellation rights required by applicable consumer protection laws.

Your order cancellation request will not be effective unless and until the request is received and processed by Paragon's customer service personnel.

Paragon in its discretion may refuse to accept any order for Paragon's Products or Services that you submit, and Paragon may cancel at any time your previously accepted order for Paragon's Products or Services.

### **Retake Policy**

You may register for more than one Test Session only if all Test Sessions are at least five (5) calendar days apart from each other. Test Session registrations that violate this rule are subject to cancellation by Paragon.

## Service Terms for Testing Sessions and Instructional Materials

Paragon™ Testing Enterprises  
Service Terms for Test Sessions and Instructional Materials

Last Updated: October 23, 2019.

PLEASE CAREFULLY READ THESE SERVICE TERMS BEFORE SUBMITTING AN ORDER TO REGISTER FOR A TEST SESSION OR FOR STUDY MATERIALS. THESE SERVICE TERMS ARE A BINDING CONTRACT THAT GOVERNS TEST SESSIONS AND STUDY MATERIALS.

BY SUBMITTING AN ORDER TO REGISTER FOR A TEST SESSION OR FOR STUDY MATERIALS, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE SERVICE TERMS AND THE GENERAL TERMS OF SERVICE. IF YOU DO NOT ACCEPT AND AGREE TO THESE SERVICE TERMS AND THE GENERAL TERMS OF SERVICE, YOU MAY NOT SUBMIT AN ORDER TO REGISTER FOR A TEST SESSION OR FOR STUDY MATERIALS.

TO ASSIST YOU, THE FOLLOWING IS A SIMPLE SUMMARY OF SOME OF THE MOST IMPORTANT PARTS OF THE SERVICE TERMS. THE SUMMARY IS NOT A SUBSTITUTE FOR THE SERVICE TERMS, WHICH YOU MUST READ, UNDERSTAND AND ACCEPT.

### Summary of Service Terms

**Proprietary Rights:** Tests and Instructional Materials are owned by Paragon. You must not copy, reproduce, publish or distribute Tests or Instructional Materials. (Section 3)

**Use of Instructional Materials:** If you purchase Instructional Materials, you may use the Instructional Materials only for your personal preparation for a Test, and not for any other purpose. (Section 4)

**Confidentiality:** You must maintain the confidentiality of all Test questions and your answers to those questions. You must not disclose any Test questions or your answers. (Section 5)

**Test Registration:** To cancel or transfer a Test Session, you must follow Paragon's transfer and cancellation policies, which can be found on the website (<https://www.paragontesting.ca/paragon-legal-agreements-and-policies/>). If you fail to attend the Test Session you are registered for, you will be required to register for another Test Session and pay the applicable registration fee. (Section 6)

**Test Requirements:** You must have basic computer skills to take a Test. (Section 7)

**No Cheating:** You must not cheat, intentionally or unintentionally, when you take a Test. You must not help anyone else cheat on a Test. (Section 8). All answers must come from you alone – not from someone else.

**Test Session Cancellation:** Paragon may cancel a Test Session. (Section 10)



**Test Sessions:** When you attend a Test Session, you must: (a) provide or permit the collection of certain information (including information to verify your identity) and confirm that the information you provide is true, accurate, current and complete; (b) bring the original government-issued identification documents referenced in your Test Session registration; and (c) follow applicable procedures and instructions of the Test Session administrators. Paragon or the test centre operator may make video recordings of you and other test takers while you take the test. (Section 11)

**Retesting/Irregularities:** Paragon may require that you retake a Test or invalidate your Test results if there are irregularities or any basis to believe that you might have breached these Service Terms. (Section 11)

**Registration Number:** You will be given a Registration Number to obtain your Test score and your related personal information from Paragon. You will keep your Registration Number secure and confidential at all times, except for disclosures to persons and organizations that you authorize to obtain your Test score and your related personal information (including identity verification information) from Paragon. You will immediately notify Paragon if your Registration Number has become known to or used by any unauthorized person. (Section 12)

**Disclosure of Test Scores and Personal Information:** If you submit your Test scores to a government agency or other organization, or if you authorize Paragon to disclose your test results to a government agency or other organization, then Paragon may disclose your Test scores and personal information (including identity verification information) to the government agency or other organization. (Section 13)

**Test Answers:** Paragon may use your Test answers for any purpose. (Section 14)

**1. Binding Contract:** These Service Terms for Test Sessions and Instructional Materials (these “Service Terms”) are a binding legal agreement between you and Paragon Testing Enterprises Inc. (“Paragon”) regarding Paragon’s English language proficiency tests (each a “Test”), Test sessions administered by or on behalf of Paragon (each a “Test Session”), study guides and other preparation materials provided by Paragon (collectively “Instructional Materials”) and related services provided by or on behalf of Paragon (collectively the “Testing Services”). By submitting an order to register for a Test Session or for Instructional Materials, you signify your acceptance and agreement, without limitation or qualification, to be bound by these Service Terms. If you do not agree with these Service Terms, you may not submit an order to register for a Test Session or to purchase Instructional Materials.

**2. General Terms of Service:** These Service Terms incorporate by this reference Paragon’s General Terms of Service, which are set forth below these Service Terms and are available on Paragon’s websites at [www.paragontesting.ca](http://www.paragontesting.ca), [www.lpitest.ca](http://www.lpitest.ca), [www.cael.ca](http://www.cael.ca) and [www.celpip.ca](http://www.celpip.ca) (collectively the “Websites” and each a “Website”). The General Terms of Service form part of these Service Terms. If there is a conflict or inconsistency between these Service Terms and the General Terms of Service, then these Service Terms will take priority and govern regarding Tests, Test Sessions, Instructional Materials and Testing Services, and the General Terms of Service will take priority and govern regarding all other matters.

**3. Proprietary Rights:** Tests and Instructional Materials and all related proprietary rights (including copyright and other intellectual property rights) are owned solely by Paragon and its licensors, and are protected by Canadian and international copyright and other intellectual property laws. You will not copy, reproduce, republish, translate, upload, post, publicly display, transmit, communicate or make available to the public, or otherwise disclose or distribute a Test or Instructional Materials, in whole or in part, in any way or for any purpose whatsoever.

**4. Use of Instructional Materials:** If you purchase Instructional Materials, you may use the Instructional Materials solely for your personal preparation for a Test Session and not for any other purpose whatsoever. Unauthorized use of Instructional Materials is strictly prohibited.

**5. Confidentiality of Tests:** To ensure the continued integrity of Tests, you will maintain the confidentiality of the questions contained in a Test and your answers to those questions, and you will not disclose any of those questions or your answers to any other person.

**6. Test Registration:** Your registration for a Test Session is specific to the Test Session on the date and at the location specified in your registration. You may not cancel your registration for a Test Session or change the Test Session specified in your registration, except in accordance with Paragon's Transfer and Cancellation Policy, as revised by Paragon from time to time, which is available on the Websites. If you fail to attend the Test Session specified in your registration, you will be required to register for another Test Session and pay the applicable registration fee.

**7. Test Requirements – Computer Skills:** You acknowledge that Tests are administered by computer and require basic computer skills (using a mouse and typing), and you will not be entitled to retake a Test or receive a refund of fees if you lack the computer skills required to take the Test or if your lack of required computer skills adversely affects your performance on the Test or Test score.

**8. Test Integrity – No Cheating:** You will not cheat, intentionally or unintentionally, when you take a Test. You acknowledge that Tests are designed to measure an examinee's language proficiency or other skills based upon spontaneous, unassisted, original answers (including essay answers) provided by the examinee. If you take a Test, you will provide spontaneous, unassisted answers to the Test questions, and you will not give answers that are memorized or copied from other sources (including answers of another examinee, answers based on notes or other unauthorized aids, answers that you or another person provided during a previous Test Session or answers that you or other persons prepared in preparation for the Test). You can prepare for tests using questions that are published by Paragon in Official Practice Tests or in Official Paragon Test Preparation Materials or with independent sample questions, but you have the responsibility to understand the source of the materials you are preparing from. You will not prepare for a Test using actual test questions that have not been published Paragon ("Live Items"). You are fully responsible and liable for all consequences (including invalidation of your Test score) if you prepare for a Test – which includes using a test preparation provider – using Live Test Items (even if you are not aware that the test items are live). You will not encourage or assist any other person to cheat on a Test or encourage, engage in or assist any act or omission that might compromise the security of a Test or impair the integrity of any Test scores.

**9. Reporting Irregularities:** You will promptly report to Paragon any irregularities in the administration of a Test or any cheating or other misconduct by any examinee regarding a Test, whether before, during or after the relevant Test Session.

**10. Test Session Cancellation:** Paragon may cancel a Test Session in accordance with Paragon's Transfer and Cancellation Policy, as revised by Paragon from time to time, which is available on the Websites.

**11. Testing Procedures/Administration:**

**(a) Pre-Test Information:** When you attend a Test Session, you will be required to provide certain written information and certify that the information you provide is true, accurate, current and complete.

**(b) Identity Verification:** When you attend a Test Session, you will bring with you the original government-issued identification documents referenced in your Test Session registration. Paragon or the relevant Test Session administrators may at any time (before, during or after the Test Session) require that you present your identification documents and other information in order to verify your identity and confirm the information that you provided to Paragon and the relevant Test Session administrator. Paragon and the relevant Test Session administrator may also collect other personal information from you (including your photograph and biometric data) to verify your identity.

Paragon and the relevant Test Session administrator may retain, use and disclose your personal information to verify your identity and the information you provided and for other Test administration purposes and in accordance with Paragon's Privacy Policy and as otherwise permitted by applicable law. If you fail or refuse to promptly produce your identification documents upon request by Paragon or the relevant Test Session administrator, or if Paragon or the relevant Test Session administrator is unable to verify your identity or confirm the information that you provided, then Paragon or the relevant Test Session administrator in their discretion may cancel your Test Session registration, terminate your participation in the Test Session, refuse to score your Test answers, and cancel your Test scores (if any), and you will not be entitled to a refund of any fees paid for the Test Session.

**(c) Test Procedures/Instructions:** When you attend a Test Session, you will comply with the applicable procedures and the reasonable instructions and requests of the Test Session administrators and invigilators. If you fail or refuse to do so, Paragon or the relevant Test Session administrator in their discretion may cancel your Test Session registration, terminate your participation in the Test Session, refuse to score your Test answers, and cancel your Test scores (if any), and you will not be entitled to a refund of any fees paid for the Test Session. Paragon or the test centre operator may make video recordings of you and other test takers while you take the test.

**(d) Irregularities:** Paragon or the relevant Test Session administrator in their discretion may cancel a Test Session, refuse to score a Test or release any or all Test scores or invalidate any or all Test scores, and require that you retake the Test, if Paragon or the relevant Test Session administrator believes that the security of the Test Session or the integrity of the Test scores have been impaired or compromised for any reason whatsoever, including as a result of administrative errors (such as improper timing, improper seating, or defective materials or equipment), improper access to Test content, unauthorized interruptions or disruptions during the Test Session, or cheating or other misconduct by you or any other person. Notwithstanding the foregoing, if Paragon reasonably suspects that you are responsible for or involved in any act or omissions that has adversely affected the security of the Test Session or the integrity of the Test scores or if you have breached these Service Terms or the General Terms of Service, then Paragon in its discretion may refuse to allow you to retake the Test or any other Test or require that you pay the applicable fee to do so.

**(e) Cancellation/Invalidation:** Without limiting the generality of any other provision of these Service Terms, Paragon may cancel your registration for a Test Session or invalidate your Test score in accordance with Paragon's Transfer and Cancellation Policy, as revised by Paragon from time to time, which is available on the Websites.

**12. Registration Number:** When you register for or attend a Test Session, you will be given an alphanumeric code (a "Registration Number") that may be used to obtain your Test score and your related personal information (including identity verification information) from Paragon, including through Paragon's automated online systems. You will keep your Registration Number secure and confidential at all times, except for disclosures of your Registration Number to persons (e.g. government organizations and other institutions, associations, organizations and entities) that you authorize to obtain your Test score and your related personal information from Paragon. Paragon is not required to verify the actual identity or authority of a person using your Registration Number, but Paragon in its discretion may do so. You will immediately notify Paragon if you know or suspect that your Registration Number has become known to or used by any unauthorized person. You are fully responsible and liable for the confidentiality and security of your Registration Number and all use and misuse of your Registration Number. If Paragon, in its discretion, considers your Registration Number to be unsecure or to have been used inappropriately, then Paragon may immediately cancel or change your Registration Number without any notice to you.

**13. Disclosure of Test Scores to Organizations/Institutions:** If your Test scores are submitted, or you declare your intention to submit your Test scores, to a government organization (e.g. Immigration, Refugees, and Citizenship Canada) or any other institution, association, organization or entity, including a current or potential employer (each an "Authorized Organization"), or if you authorize Paragon to disclose your test scores to an Authorized Organization, or if you authorize an Authorized Organization to obtain your test scores from Paragon (including by providing your Registration Number to the Authorized Organization), then you unconditionally and irrevocably consent to Paragon disclosing to the organization, institution, association or entity your name and other personal information (including your photograph and other biometric information) and your Test scores and any subsequent changes to your Test scores, and you agree that Paragon is not responsible or liable for the Authorized Organization's use or disclosure of the disclosed information and Test scores.

**14. Test Answers:** You hereby unconditionally and irrevocably grant and agree to grant to Paragon a non-exclusive, world-wide, unrestricted, transferable, sublicensable, royalty-free, fully paid-up, perpetual, irrevocable right and license to use and exploit (including copy, reproduce, publish, republish, translate, upload, post, publicly display, transmit, communicate or make available to the public, or otherwise disclose or distribute), and authorize other persons to use and exploit, your Test answers (without disclosure of your name or other identifying information) in any manner and using any and all forms, media and technologies now in existence or developed in the future for any and all purposes, including to advertise, promote and market Paragon's services, all without any compensation or attribution to you, and you hereby unconditionally and irrevocably waive and agree to waive in favour of Paragon and its successors, assigns and licensees all moral rights and rights of authorship and attribution that you have in, to, or associated with your Test answers.

**15. Consequences of Breach/ Misconduct:** Notwithstanding any other provision of these Service Terms, the General Terms of Service or Paragon's Transfer and Cancellation Policy, if you breach these Service Terms or the General Terms of Service then, in addition to all other lawful remedies, Paragon in its discretion may: (a)cancel your registration for any and all pending Test Sessions; (b) refuse to score your Tests and cancel any or all of your scores on any or all previously taken Tests; (c) refuse to accept your registration for any future Test Sessions; and (d) refuse to give you a refund of fees paid for Test Sessions, Testing Services or Instructional Materials.

**16. Survival:** Notwithstanding any other provision of these Service Terms, sections 3, 4, 5, 11(b), 11(c), 11(d), 12, 13, 14, 15 and 16 of these Service Terms (and all other provisions of these Service Terms and the General Terms of Service necessary to their interpretation or enforcement) will survive termination of these Service Terms and the General Terms of Service and continue to apply and be binding upon you and Paragon.

## Paragon™ Testing Enterprises General Terms of Service

Last Updated: June 12, 2015.

PLEASE CAREFULLY READ THESE GENERAL TERMS OF SERVICE BEFORE REGISTERING FOR A PARAGON ACCOUNT OR SUBMITTING AN ORDER FOR PARAGON TESTING SERVICES OR INSTRUCTIONAL MATERIALS. THESE GENERAL TERMS OF SERVICE ARE A BINDING CONTRACT THAT GOVERNS PARAGON TESTING SERVICES AND INSTRUCTIONAL MATERIALS, EXEMPTS PARAGON AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, SPECIFIES THE JURISDICTION FOR RESOLUTION OF DISPUTES, AND CONTAINS OTHER IMPORTANT PROVISIONS.

BY REGISTERING FOR AN ACCOUNT OR SUBMITTING AN ORDER FOR PARAGON TESTING SERVICES OR INSTRUCTIONAL MATERIALS, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE MOST CURRENT VERSION OF THESE GENERAL TERMS OF SERVICE. IF YOU DO NOT ACCEPT AND AGREE TO THE MOST CURRENT VERSION OF THESE GENERAL TERMS OF SERVICE, YOU MAY NOT REGISTER FOR A PARAGON ACCOUNT OR SUBMIT AN ORDER FOR PARAGON TESTING SERVICES OR INSTRUCTIONAL MATERIALS.

**1. Binding Contract:** These General Terms of Service are a binding legal agreement between you and Paragon Testing Enterprises Inc. ("**Paragon**") regarding the products and services provided by Paragon (collectively "**Products and Services**" and each a "**Product**" or "**Service**", as applicable). By registering for a Paragon account or submitting an order for a Product or Service, you acknowledge and signify that you have read, understood, and agreed to the most current version of these General Terms of Service. If you do not accept and agree to the most current version of these General Terms of Service, you may not register for a Paragon account or submit an order for a Product or Service.

**2. Other Service Terms:** Products and Services may be subject to additional terms and conditions (collectively the "**Service Terms**"), which are available on Paragon's websites at [www.paragontesting.ca](http://www.paragontesting.ca), [www.lpitest.ca](http://www.lpitest.ca), [www.cael.ca](http://www.cael.ca), [www.lpitest.ca](http://www.lpitest.ca) and [www.celpip.ca](http://www.celpip.ca) (collectively the "**Websites**" and each a "**Website**"). If there is a conflict or inconsistency between these General Terms of Service and any Service Terms, then the Service Terms will take priority and govern regarding the specific Product or Service to which they apply, and these General Terms of Service will take priority and govern regarding all other matters

**3. Changes:** Paragon in its discretion may change these General Terms of Service or the Service Terms at any time by posting the changed General Terms of Service or Service Terms (as applicable) on the Websites. The changed General Terms of Service or Service Terms (as applicable) are effective immediately upon posting on a Website, unless the changed General Terms of Service or Service Terms expressly state otherwise. It is your responsibility to check the "**Last Updated**" date at the top of these General Terms of Service and the Service Terms and review any changes since the previous version. By submitting an order for a Product or Service, you signify your acceptance and agreement to the then-current General Terms of Service and Service Terms (as applicable). You may not change, supplement or amend these General Terms of Service or any Service Terms in any manner.

**4. Permissible Customers:** You may not register for a Paragon account or submit an order for any Product or Service if you are under the age of majority in the jurisdiction in which you live (which in most jurisdictions is either 18 or 19 years of age) or if you cannot form a legally binding contract. If you are under the age of majority, then your parent or legal guardian may register a Paragon account on your behalf and submit orders for Products and Services on your behalf. You may not register for a Paragon account or submit an order for any Product or Service if you do not accept these General Terms of Service or the applicable Service Terms, if you breach these General Terms of Service or any Service Terms, if you are located in a jurisdiction where access to or use of a Product or Service or any of the Websites is prohibited by law, or if Paragon has prohibited you from registering for a Paragon account or ordering a Product or Service.

Notwithstanding the foregoing or any other provision of these General Terms of Service, Paragon reserves the right in its discretion and for its sole convenience to refuse to provide Products and Services to you or any other person.

**5. Communications:** You authorize Paragon to: (a) accept communications it receives from you by means of Websites or email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to Paragon's affiliates and services providers; and (c) respond to your communications through the Websites, by email or other means of communication as Paragon considers appropriate. Communications that you send to Paragon are not effective unless and until they are processed by the responsible Paragon representative. Paragon may refuse to process communications that you send to Paragon, or may reverse the processing of any communications that you send to Paragon, at any time in Paragon's discretion and without any notice or liability to you or any other person, including if Paragon believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

**6. Personal Information Privacy:** By accepting these General Terms of Service you consent to the collection, use, retention, disclosure and deletion of your personal information in accordance with Paragon's Privacy Policy (available on the Websites) as amended from time to time and as otherwise permitted by applicable law.

**7. Permitted Use of Testing Services and Instructional Materials:** Subject to these General Terms of Service and all applicable laws, you may use Testing Services and Instructional Materials for your own lawful, personal use for non-commercial purposes only, only in the manner permitted by these General Terms and Conditions and subject to all applicable Service Terms. Use of Testing Services and Instructional Materials for any other purpose or in any other manner is strictly prohibited.

**8. Transactions:**

**(a) Misprints/Errors:** Paragon endeavours to provide current and accurate information on the Websites, but misprints, errors, inaccuracies, omissions (including incorrect details for a Product or Service) and other errors may sometimes occur. Paragon reserves the right to correct any misprint, error, inaccuracy or omission at any time without prior notice or liability to you or any other person, and change at any time the Products and Services (including available Test sessions) advertised on the Websites, the prices, fees, charges and specifications of those Products and Services and any other Website content, all without any notice or liability to you or any other person. If you submit an order for a Product or Service for which incorrect information was displayed on a Website, Paragon will provide you with a reasonable opportunity to cancel your order.

**(b) Availability:** Products and Services advertised on a Website may not be available when ordered or thereafter. If you order a Product or Service that is not available, Paragon will notify you by email. Paragon reserves the right in its discretion to refuse to accept or cancel any order you submit and to limit quantities available for sale or sold to you.

**(c) Prices:** All prices and other amounts appearing on a Website are quoted in Canadian dollars, unless expressly indicated otherwise. Paragon reserves the right to change prices advertised on a Website at any time. The total price of your order will include the price of the ordered Products and Services plus all applicable delivery charges, handling charges and taxes. The price, applicable taxes and charges will appear on the completed order form, and will be charged to your specified payment service when your order is accepted by Paragon.

**(d) Orders:** The advertisements on the Websites are invitations to make offers to purchase Products and Services and are not offers to sell. Your properly completed and delivered order constitutes your offer to purchase the Products and Services referenced in the order. Your order will be deemed accepted by Paragon when Paragon processes payment for your order or sends (by email) an order acceptance notice to you, whichever is sooner.



**(e) Order Cancellation:** Because Paragon endeavours to fill orders quickly, you may not cancel an order except in accordance with Paragon's Transfer and Cancellation Policy, as revised by Paragon from time to time, which is available on the Websites.

**(f) Payment:** You may pay for your purchases with the payment methods specified on the applicable Website. Paragon obtains payment pre-approval from your payment service when your order is processed. The purchase payment will be charged to your payment service if and when your order is processed. Except as expressly set forth in these General Terms of Service or applicable Service Terms or otherwise required by applicable law, pre-paid fees are not refundable under any circumstances.

**(g) Delivery:** Paragon will deliver Products to you electronically or by physical shipment, as specified in your applicable accepted order.

## **9. Proprietary Rights:**

**(a) Ownership:** Products and Services and all related proprietary rights (including copyright and other intellectual property rights) are owned solely by Paragon and its licensors, and are protected by Canadian and international copyright and other intellectual property laws. You will not copy, reproduce, republish, translate, upload, post, publicly display, transmit, communicate or make available to the public, or otherwise disclose or distribute any Product or Service, in whole or in part, in any way or for any purpose whatsoever. Your purchase or use of a Product or Service does not transfer to you any right, title or interest in, to or associated with the Product or Service.

**(b) Trademarks:** PARAGON, CELPIP, CELPIT, CELTOP, CELL, LPI, CANADIAN ENGLISH LANGUAGE PROFICIENCY INDEX TEST, LANGUAGE PROFICIENCY INDEX, CANADIAN ENGLISH LANGUAGE PROFICIENCY INDEX PROGRAM, CAEL, CANADIAN ACADEMIC ENGLISH LANGUAGE ASSESSMENT and related logos are registered or unregistered trademarks and service marks owned or licensed by Paragon. Any unauthorized use of those trademarks is strictly prohibited, and nothing on a Website or in these General Terms of Services or any Service Terms will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of those trademarks and service marks.

**(c) Feedback:** If you give to Paragon any feedback (including any comments, ideas or suggestions for corrections, enhancements or improvements) regarding a Product, Service or Website, then Paragon and its successors, assigns and licensees may use the feedback for any and all purposes (including to support, maintain and improve Products, Services and Websites) without providing any compensation or attribution to you or any other person.

**(d) Reservation:** All rights not expressly granted by these General Terms of Service or any Service Terms are reserved by Paragon.

## **10. Accounts:**

**(a) General:** To access and use certain features of a Website, Paragon may require that you register with Paragon, have a valid and subsisting account with Paragon (an "Account"), and use a valid user name and password that complies with Paragon's technical requirements and policies (collectively "Credentials").

**(b) Restrictions/Requirements:** You may have only one (1) Account. Except as expressly set forth in sections 10(f) and 12: (i) you may not create an Account for any other person; and (ii) your Account and Credentials are personal to you and may not be shared with or use by any other person. You are fully responsible and liable for maintaining the confidentiality of your Account and Credentials and for any and all use and misuse of your Account and Credentials (including all transactions using your Account or Credentials) and for all resulting loss and damage.

**(c) Notices:** You will immediately notify Paragon by email to [support@paragontesting.ca](mailto:support@paragontesting.ca) if you discover any unauthorized use of your Account or if you know or suspect that your Credentials have been lost or stolen or become known to or used by any other person.

**(d) Reliance/Verification:** Paragon may act upon any communication that is given through your Account or by using your Credentials. Paragon is not under any obligation to verify the actual identity or authority of any person using your Account or Credentials, but Paragon in its discretion may at any time require verification of the identity of any person seeking to access your Account and may deny access to and use of your Account if Paragon is not satisfied with the verification.

**(e) Cancellation/Suspension/Termination:** Paragon may in its discretion cancel or suspend your Account or reject, revoke or require that you change or renew your Credentials at any time without notice or liability to you or any other person, including if your Account is inactive or if your Credentials fail to comply with these General Terms of Service. If your Account is suspended, cancelled or terminated by Paragon, you may not create another Account without Paragon's express prior written consent.

**(f) Accounts for Children:** You may create an Account for a child for whom you are the parent or legal guardian, and in those circumstances you and your child are jointly and severally responsible and liable for the Account and related Credentials.

**11. Accurate Information:** To create an Account or to order a Product or Service, Paragon may require that you provide certain information about yourself (including your legal name, residential address, email address, other contact information and in some instances details of your government-issued identification documents) and payment information. You represent and warrant that all information you provide to Paragon is true, accurate, current and complete, and that you will update the information from time to time so that it remains true, accurate, current and complete. Paragon will rely on the information that you provide. Paragon is not under any obligation to verify the truth, accuracy, currency or completeness of any information you provide, but Paragon may do so in its discretion, and you hereby consent to Paragon making reasonable inquiries as Paragon considers appropriate to verify the information you provide. You hereby authorize Paragon to create and permanently retain records of all information that you provide to Paragon and all communications between you and Paragon and to use, retain and disclose that information as reasonably necessary to provide Products and Services and to otherwise perform Paragon's obligations and exercise Paragon's rights under these General Terms of Service and applicable Service Terms. You are solely responsible and liable for all loss, damage and expense that you, Paragon or any other person may suffer or incur as a result of your submission of any false, inaccurate, out of date or incomplete information, your failure to promptly update your information if it changes, or any other breach of your obligations under this section 11.

## **12. Authorized Representatives:**

**(a) General:** Paragon in its discretion may permit you to use procedures prescribed by Paragon to appoint another person or legal entity (an "Authorized Representative") to act as your agent and representative in all dealings with Paragon, including for purposes of creating, administering and using your Account, submitting and processing your orders for Products and Services and related transactions, and exchanging on your behalf documents and information (including your confidential information, personal information and test scores) with Paragon.

**(b) Authorization/Responsibility:** By appointing your Authorized Representative in accordance with Paragon's prescribed procedures, you authorize Paragon to deal with your Authorized Representative as your authorized agent and representative for all purposes unless and until your appointment of your Authorized Representative is terminated as set forth in section 12(c). Without limiting the generality of the foregoing in this section 12(b), you hereby acknowledge and agree that: (i) your Authorized Representative may accept and agree on your behalf to all of Paragon's applicable customer agreements and policies (including these General Terms of Service and all applicable Service Terms), as amended from time to time; and (ii) you are bound by, and fully responsible and liable for, all acts and omissions (including wrongful conduct and use of your confidential or personal information or your Account) by or on behalf of your Authorized Representative.



**(b) Authorization/Responsibility:** By appointing your Authorized Representative in accordance with Paragon's prescribed procedures, you authorize Paragon to deal with your Authorized Representative as your authorized agent and representative for all purposes unless and until your appointment of your Authorized Representative is terminated as set forth in section 12(c). Without limiting the generality of the foregoing in this section 12(b), you hereby acknowledge and agree that: (i) your Authorized Representative may accept and agree on your behalf to all of Paragon's applicable customer agreements and policies (including these General Terms of Service and all applicable Service Terms), as amended from time to time; and (ii) you are bound by, and fully responsible and liable for, all acts and omissions (including wrongful conduct and use of your confidential or personal information or your Account) by or on behalf of your Authorized Representative.

**(c) Termination:** You or your Authorized Representative may terminate the Authorized Representative's status at any time using the online procedures prescribed by Paragon from time to time or by sending an email to [info@paragontesting.ca](mailto:info@paragontesting.ca). A termination request submitted by you or your Authorized Representative will not be effective unless and until the request is actually received and processed by Paragon's personnel. Paragon in its discretion may terminate your Authorized Representative's status at any time without any prior notice to you or the Authorized Representative. If your Authorized Representative's status is terminated, then you alone will have control over your Account (in accordance with applicable procedures prescribed by Paragon in its discretion from time to time) and Paragon will no longer accept your Authorized Representative's orders or requests on your behalf.

### **13. Disclaimers, Liability Exclusions/Limitations, and Indemnity:**

**(a) GENERAL DISCLAIMER:** YOU ARE SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF PRODUCTS AND SERVICES TO ACHIEVE YOUR INTENDED RESULTS, AND YOU USE PRODUCTS AND SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PRODUCTS AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY PARAGON TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, PARAGON DOES NOT REPRESENT OR WARRANT THAT PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF PARAGON WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY, CONDITION OR PROMISE.

**(b) LIABILITY EXCLUSIONS/LIMITATIONS:** NOTWITHSTANDING ANY OTHER PROVISION OF THESE GENERAL TERMS OF SERVICE OR ANY SERVICE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PARAGON GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY PERSONAL INJURY, EMOTIONAL DISTRESS, OR ANY DAMAGE OR LOSS (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE OR LOSS, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF DATA OR INFORMATION, LOSS OF USE, LOSS OF PRIVACY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF PRODUCTIVITY, OR ANY OTHER COMMERCIAL DAMAGE OR LOSS) ARISING FROM, CONNECTED WITH, OR RELATING TO PRODUCTS AND SERVICES (INCLUDING YOUR USE OR INABILITY TO USE PRODUCTS AND SERVICES) OR ANY RELATED MATTER; AND (2) IF NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THESE GENERAL TERMS OF SERVICE OR ANY SERVICE TERMS PARAGON GROUP IS LIABLE TO YOU OR ANY OTHER PERSON, THEN IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PARAGON GROUP'S TOTAL AGGREGATE LIABILITY ARISING FROM, CONNECTED WITH, OR RELATING TO PRODUCTS AND SERVICES OR ANY RELATED MATTER EVER EXCEED THE LESSER OF: (A) THE FEE THAT YOU ACTUALLY PAID TO PARAGON FOR THE RELEVANT PRODUCT OR SERVICE; AND (B) CDN\$50.00. THIS SECTION 13(b) APPLIES TO LOSS AND DAMAGE HOWEVER CAUSED AND TO LIABILITY UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STATUTE AND STRICT LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY PARAGON OR ANY PERSON FOR WHOM PARAGON IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS AND DAMAGE OR THE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR PARAGON KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS OR DAMAGE BEING INCURRED.

**(c) EXCEPTIONS:** THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE DISCLAIMERS AND LIABILITY EXCLUSIONS AND LIMITATIONS IN THESE GENERAL TERMS OF SERVICE MIGHT NOT APPLY TO YOU.

**(d) INDEMNITY:** YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PARAGON GROUP FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES AND EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF TESTING SERVICES AND INSTRUCTIONAL MATERIALS OR YOUR NEGLIGENCE, MISCONDUCT, OR BREACH OF THESE GENERAL TERMS OF SERVICE OR ANY APPLICABLE SERVICE TERMS. NOTWITHSTANDING THE FOREGOING, PARAGON GROUP RETAINS THE RIGHT TO PARTICIPATE IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE.

**(e) DEFINITION - PARAGON GROUP:** IN THIS SECTION 12, "PARAGON GROUP" MEANS PARAGON AND EACH OF ITS LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND CORPORATE PARENTS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

#### **14. Suspension/Termination:**

**(a) Suspension:** Paragon may in its discretion at any time immediately suspend or restrict your Account and your permission to order Testing Services and Instructional Materials without notice or liability to you or any other person.

**(b) Termination:** These General Terms of Service as they apply to you are effective unless and until terminated as set forth in this section 14(b). You may terminate these General Terms of Service as they apply to you by permanently closing/deactivating your Account (if any) and giving written notice of termination to Paragon by email at [support@paragontesting.ca](mailto:support@paragontesting.ca). Paragon in its discretion may for its sole convenience terminate these General Terms of Service at any time by giving a notice of termination to you or by permanently closing/deactivating your Account.

**(c) Consequences of Termination:** Notwithstanding any other provision of these General Terms of Service, the obligations and liabilities you incur prior to termination of these General Terms of Service will survive termination, and sections 2, 5, 6, 7, 8, 9, 10(e), 12(b), 11, 13, 14(c) and 15 of these General Terms of Service (and all other provisions of these General Terms of Service necessary to their interpretation or enforcement) will survive termination and continue to apply and be binding upon you and Paragon.

#### **15. General Matters:**

**(a) Governing Law:** These General Terms of Service, the Service Terms, Products and Services, the relationship between you and Paragon, and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.

**(b) Disputes:** The courts of British Columbia, Canada sitting in the city of Vancouver, British Columbia, Canada will have original and exclusive jurisdiction over any and all disputes arising from, connected with or relating to these General Terms of Service, the Service Terms, the Websites, Products and Services, the relationship between you and Paragon or any related matter, and you and Paragon each hereby unconditionally and irrevocably submit and attorn to the original and exclusive jurisdiction of those courts regarding those disputes.

**(c) Notices:** Paragon may deliver notices to you by email or postal mail to any of the addresses that you provide to Paragon (including when you subscribe for your Account or when you submit an order for a Product or Service). You are solely responsible for ensuring that your email addresses on file with Paragon are and remain current and correct throughout the term of these General Terms of Service, and you will promptly give notice to Paragon of any change to your email addresses. You will give all notices under these General Terms of Service or any Service Terms to Paragon in writing delivered by email to Paragon at the following email address: [support@paragontesting.ca](mailto:support@paragontesting.ca).

**(d) Force Majeure:** Notwithstanding any other provision of these General Terms of Service or any Service Terms, Paragon will not be liable for any delay in performing, or failure to perform, any of its obligations under these General Terms of Service or any Service Terms to the extent performance is delayed or prevented due to any cause or causes that are beyond Paragon's control. Any delay or failure of that kind will not be a breach of these General Terms of Service or any Service Terms by Paragon, and the time for Paragon's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

**(e) Miscellaneous:** You and Paragon are non-exclusive, independent contracting parties, and nothing in these General Terms of Service or any Service Terms or done pursuant to these General Terms of Service or any Service Terms will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between you and Paragon. Upon request by Paragon, you will execute all further documents and instruments and do all further things as may be reasonably necessary to implement and carry out the provisions and intent of these General Terms of Service and applicable Service Terms. No consent or waiver by Paragon to or of any breach by you of these General Terms of Service or any Service Terms will be effective unless the consent or waiver is confirmed in a document that is signed by Paragon or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you. Paragon's rights and remedies under these General Terms of Service and the Service Terms are cumulative and not exhaustive or exclusive of any other rights or remedies to which Paragon may be lawfully entitled under these General Terms of Service or any Service Terms or at law, and Paragon will be entitled to pursue any and all of its rights and remedies concurrently, consecutively and alternatively. If any provision of these General Terms of Service or any Service Terms is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be deemed severed from these General Terms of Service or the Service Terms (as applicable) and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these General Terms of Service or the Service Terms (as applicable) would fail in their essential purpose. You may not assign these General Terms of Service or any Service Terms or any of your rights, licenses, duties or obligations under these General Terms of Service or any Service Terms. Paragon in its discretion may assign these General Terms of Service and the Service Terms and any or all of Paragon's rights, licenses, duties and obligations under these General Terms of Service and the Service Terms. Paragon may engage subcontractors to perform Paragon's obligations under these General Terms of Service and the Service Terms. The provisions of these General Terms of Service and applicable Service Terms will enure to the benefit of and be binding upon you and Paragon and your respective successors, permitted assigns and personal representatives.

**(f) Interpretation:** In these General Terms of Service and applicable Service Terms (each a "**Contract Document**"): (i) a reference to the Contract Document refers to the Contract Document as a whole and not just to the particular provision in which the reference appears; (ii) a reference in a Contract Document to a section by number is a reference to the appropriate section in the Contract Document; (iii) headings are for reference only and do not define, limit or enlarge the scope or meaning of the Contract Document or any of its provisions; (iv) words importing the singular number only include the plural and vice versa; (v) words importing a gender include both genders; (vi) "**person**" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society, and any other legal entity; (vii) "**including**" and "**includes**" mean including or includes (as applicable) without limitation or restriction; (viii) "**law**" includes common law, equity, statutes and regulations, and reference to a specific law includes all regulations made under the law and all amendments to, or replacements of, the law or any regulation made under the law in force from time to time; and (ix) "**discretion**" or any variation thereof means a person's sole, absolute and unfettered discretion.

**(g) Complete Agreement/Governing Language:** These General Terms of Service and all applicable Service Terms together set forth the entire agreement between you and Paragon regarding the subject matter of these General Terms of Service and the Service Terms (including Products and Services), and supersede all prior or contemporaneous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, with respect to the subject matter of these General Terms of Service and the Service Terms. Except as expressly set forth in these General Terms of Service, these General Terms of Service and the Service Terms may not be modified except by a written document that expressly states that it is an amendment to these General Terms of Service or the Service Terms (as applicable) and is signed by an authorized representative of Paragon. You and Paragon have expressly requested and required that these General Terms of Service and all Service Terms and all related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais. Subject to applicable law, any non-English translation of these General Terms of Service or any Service Terms provided by Paragon is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English translation then the English version will take priority and govern. If you have any questions or comments regarding these General Terms of Service or any Service Terms, please contact Paragon at [support@paragontesting.ca](mailto:support@paragontesting.ca).