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TERMS AND CONDITIONS OF USE AND DIGITAL SERVICE AGREEMENT

Effective date: October 5, 2026 | Independent educational preparation platform

IMPORTANT: Please read this Agreement carefully before purchasing or accessing the Services. This document is a business draft and should be reviewed by qualified Canadian legal counsel before publication.

1. ACCEPTANCE, CONTRACTUAL CAPACITY AND INCORPORATION

These Terms and Conditions constitute a legally binding agreement between the individual accessing, purchasing, registering for, or otherwise using the digital services offered through TEFQuestions.info (the “User”, “Customer”, or “you”) and the operator of TEFQuestions.info (the “Platform”, “we”, “us”, or “our”). By selecting an acceptance checkbox, creating an account, tendering payment, or accessing protected content, you affirm that you have the legal capacity to enter into this Agreement and acknowledge that these Terms, together with any Privacy Policy, refund provisions, checkout disclosures, and product-specific conditions displayed at the time of purchase, are incorporated by reference. If you do not agree to every provision, do not use the Services.

2. EDUCATIONAL CHARACTER; NO OFFICIAL AFFILIATION

The Platform is an independent educational resource providing study aids, practice material, topic compilations, exercises, preparation resources, and related digital content intended to facilitate TEF Canada preparation. TEFQuestions.info is not an examination authority and is not affiliated with, endorsed by, sponsored by, approved by, or acting on behalf of the Paris Île-de-France Chamber of Commerce and Industry (CCI Paris Île-de-France), Le français des affaires, any TEF examination centre, Immigration, Refugees and Citizenship Canada, the Government of Canada, or any other governmental, academic, regulatory, or testing organization. References to third-party names or examinations are descriptive only and do not assert affiliation.

3. EXPRESS DISCLAIMER REGARDING LEAKED OR CONFIDENTIAL MATERIAL

The Platform does not knowingly acquire, solicit, distribute, commercialize, transmit, or provide leaked, stolen, hacked, confidential, embargoed, unlawfully obtained, or otherwise unauthorized official examination questions or proprietary examination materials. Nothing offered through the Platform shall be construed as access to confidential examination content. Users may not submit, request, exchange, upload, or disseminate materials they know or reasonably ought to know were obtained contrary to examination rules, confidentiality obligations, intellectual-property rights, contractual restrictions, or applicable law. We may remove questionable material and suspend access where reasonably necessary.

4. NO PREDICTIONS, GUARANTEES OR REPRESENTATIONS OF EXAM CONTENT

Any organization of materials by country, province, state, city, testing centre, date, historical themes, frequently discussed subject matter, student reports, or other contextual criteria exists exclusively as a study-management mechanism. The Platform does not predict, warrant, represent, certify, or guarantee that any question, topic, task, prompt, theme, wording, format, or substantially similar material will appear in any present or future TEF Canada examination. Similarity between educational material and examination content, whether coincidental or otherwise, creates no inference of advance knowledge, prediction, representation, warranty, or guarantee by the Platform.

5. NO GUARANTEE OF RESULTS OR PROFESSIONAL OUTCOMES

Use of the Services does not guarantee any score, proficiency classification, CEFR level, NCLC/CLB level, examination result, immigration outcome, employment result, academic admission, licensing decision, visa, permit, permanent-residence determination, citizenship outcome, or other governmental or professional benefit. Performance depends on circumstances outside our control, including individual preparation, competence, testing conditions, examination administration, and assessment criteria. The Customer is solely responsible for preparation decisions and for independently verifying official requirements with the competent authority.

6. LIMITED LICENCE AND INTELLECTUAL PROPERTY

Subject to payment and continuing compliance with these Terms, the Customer receives a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access purchased digital content solely for personal educational purposes during the stated access period. No intellectual-property ownership is sold or transferred. Except where authorized in writing or permitted by mandatory law, Users may not reproduce, republish, resell, sublicense, scrape, systematically extract, record, publicly display, distribute, transmit, mirror, commercially exploit, or create substantially derivative commercial compilations from protected Platform content. Account credentials and paid access may not be shared.

7. PAYMENTS, DIGITAL DELIVERY AND REFUNDS

Prices, applicable taxes, access durations, and payment terms are those displayed at checkout. Payments may be processed by independent payment-service providers, including Stripe, and may be subject to their terms. Because the Services principally comprise digital content capable of immediate delivery or access, refund eligibility may be restricted after access or delivery has commenced, subject always to mandatory statutory rights that cannot lawfully be waived or excluded. Chargebacks, payment disputes, or fraudulent transactions may result in temporary restriction of access while the matter is investigated.

8. USER CONDUCT AND SECURITY

Users may not interfere with technological safeguards; circumvent authentication or entitlement controls; attempt unauthorized access; introduce malicious code; exploit vulnerabilities; impersonate another person; engage in fraudulent payment activity; harvest data; automate extraction contrary to authorization; or use the Services unlawfully. The Customer is responsible for maintaining reasonable confidentiality of account credentials and promptly reporting suspected unauthorized access. Material violation may result in suspension or termination without prejudice to other remedies available by law.

9. PRIVACY, DATA MINIMIZATION AND PURPOSE LIMITATION

We may process personal information reasonably necessary to establish and administer accounts, authenticate Users, process and verify purchases, deliver digital entitlements, provide customer support, maintain security, prevent abuse or fraud, satisfy accounting and legal obligations, and operate the Platform. We do not sell personal information. Information may be disclosed to service providers only where reasonably necessary for legitimate operational functions, such as payment processing, authentication, hosting, security, email delivery, or legal compliance, subject to applicable privacy requirements. Information may also be disclosed where required by valid legal process or law. More detailed practices should be governed by the Platform's Privacy Policy.

10. AVAILABILITY, MODIFICATION AND THIRD-PARTY DEPENDENCIES

The Services are subject to technological, operational, and third-party dependencies. Continuous, uninterrupted, error-free, or universally compatible operation is not warranted. Maintenance, hosting failures, network conditions, payment-provider interruptions, authentication failures, force majeure events, security incidents, or circumstances beyond reasonable control may temporarily affect availability. We may modify, reorganize, replace, correct, update, or discontinue aspects of the Platform where reasonably necessary, provided that mandatory consumer rights and express commitments applicable to existing purchases remain unaffected.

11. DISCLAIMERS AND LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Services and educational materials are supplied on an "as available" basis without warranties or conditions beyond those that cannot legally be excluded. The Platform does not warrant that educational content will be exhaustive, continuously current, or suitable for every individual objective. To the extent legally permissible, neither the Platform nor its operators, contractors, representatives, or service providers shall be liable for indirect, incidental, consequential, exemplary, special, or purely economic losses arising from reliance upon educational materials, examination outcomes, third-party services, interrupted availability, or unauthorized conduct of other Users. Nothing excludes liability that applicable law prohibits from being excluded.

12. INDEMNIFICATION

To the extent permitted by law, the User agrees to indemnify and hold harmless the Platform and its operators from third-party claims, liabilities, damages, and reasonable costs arising directly from the User's unlawful conduct, unauthorized redistribution or commercialization of protected content, infringement of third-party rights, fraudulent activity, security interference, or material breach of these Terms. This provision applies only to the extent enforceable under applicable consumer-protection and contract law.

13. SUSPENSION AND TERMINATION

We may suspend, restrict, or terminate access where there are reasonable grounds to believe that a User has materially breached these Terms, engaged in fraud, shared credentials or paid content without authorization, compromised security, infringed intellectual-property rights, distributed prohibited confidential examination material, or otherwise used the Services unlawfully. Termination does not extinguish accrued obligations or provisions intended by their nature to survive, including intellectual-property protections, disclaimers, limitations, and dispute-related provisions.

14. GOVERNING LAW, SEVERABILITY AND ENTIRE AGREEMENT

These Terms are governed by the laws of the Province of Ontario and the applicable federal laws of Canada, without depriving a consumer of mandatory rights that apply under the law of the consumer's jurisdiction. If any provision is held invalid, illegal, or unenforceable, it shall be construed or severed to the minimum extent necessary and the remaining provisions shall continue in effect. These Terms, together with incorporated policies and transaction-specific disclosures, constitute the entire agreement concerning the subject matter and supersede inconsistent prior representations concerning the Services.

15. AMENDMENTS AND ELECTRONIC ACCEPTANCE

We may amend these Terms prospectively to reflect legitimate changes in law, technology, business operations, security requirements, or the Services. Material changes will be communicated or consented to where required by applicable law. Electronic acceptance, including selection of an initially unchecked agreement box, constitutes evidence of assent to the version presented at the relevant time. Users are encouraged to retain a copy for their records.

CHECKBOX CONSENT LANGUAGE

■ I have read, understood, and agree to the Terms and Conditions. I acknowledge that TEFQuestions.info is an independent educational preparation platform and does not provide leaked, stolen, confidential, guaranteed, or predicted TEF Canada examination questions.

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