

Terms and Conditions

Please read these Terms carefully before using the Service. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree, do not use the Service.

These Terms and Conditions ("Terms") govern your access to and use of the PTE mock test (or related) services platform ("Service"), provided by Nesote Technologies Private Limited and operated by Neoste Technologies Private Limited, an India-based company ("Nesote," "we," "us," or "our"). By accessing or using our Service available at verbalpeak.com (the "Website"), you agree to comply with these Terms. If you do not agree to these Terms, you must refrain from using the Service.

For the purposes of these Terms:

- "User," "you," or "your" refers to any individual or entity accessing or using the Service.
- "Users" refers to all individuals or entities collectively who use the Service.

1. Use of Service

- The Service is available globally, but access is subject to local laws and regulations.
- Your right to use the Service is limited, and Nesote may modify, suspend, or discontinue the Service at any time without prior notice.
- You must be at least 18 years old to use the Service.
- You agree to comply with all applicable laws and these Terms when using the Service.

2. Data Collection and Sharing

- Nesote collects, stores, and processes personal and non-personal data provided by you.
- Nesote may share collected data with AI service providers and third-party entities for service enhancement, analytics, and compliance purposes.
- By using the Service, you acknowledge and consent to such data collection and sharing practices in accordance with our Privacy Policy.

3. Data Usage Rights

- Nesote has the unrestricted right to collect, use, modify, distribute, and store any test-related data submitted by you while using the services.
- This includes but is not limited to any kind of user input data, such as test responses, answers, scores, feedback, and usage patterns.
- By using the services, you grant Nesote a perpetual, irrevocable, worldwide license to use test-related data for analytics, service improvement, research, business collaborations, and any other lawful purpose.

4. Modifications to Terms and Fees

- Nesote reserves the right to amend these Terms at any time without prior notice.

- It is your responsibility to review these Terms periodically on this page.
- Nesote may modify, update, or discontinue any aspect of the Service at its sole discretion.
- Nesote may change the fee structure at any time.
- At any given time, the latest Terms and Conditions published on the Website shall apply to all services and your use of the Website.
- By continuing to use the Service after modifications, you acknowledge and accept the revised Terms.

5. No Warranty

- Nesote does not guarantee or imply any promise regarding your success in the PTE test, improvement in English skills, migration prospects, or any plans related to studying or settling abroad.
- The Service is provided on an "as is" and "as available" basis.
- Nesote disclaims all warranties, express or implied, including but not limited to reliability, accuracy, or availability of the Service.
- Nesote shall not be responsible for any interruptions, errors, or technical issues associated with the Service.

6. Limitation of Liability

- Under no circumstances shall Nesote's total liability exceed INR 100.
- Nesote shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from or related to the use of the Service.
- You are prohibited from pursuing class arbitration or class action proceedings against Nesote, and all claims must be brought on an individual basis.

7. User Responsibilities

- You must provide accurate and truthful information when registering or using the Service.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.
- Misuse, unauthorized access, or fraudulent activity on the Service may result in suspension or termination of access.

8. Termination of Service

- Nesote reserves the right to terminate, suspend, or refuse access to the Service at its sole discretion without prior notice.
- In case of termination, you are not entitled to refunds or compensation for any fees paid.
- If your account is terminated due to policy violations, Nesote reserves the right to deny future access.

9. Intellectual Property Rights

- All content, trademarks, logos, and proprietary materials on the Website are owned by or licensed to Nesote.
- You are prohibited from copying, reproducing, distributing, or modifying any content from the Service without prior written consent.

10. Dispute Resolution and Arbitration

- Any disputes arising from these Terms shall be resolved exclusively through binding arbitration.
- The arbitration proceedings shall take place in Kochi, India, in accordance with the Arbitration and Conciliation Act, 1996.

11. Governing Law

- These Terms shall be governed by and construed in accordance with the laws of India.

12. Indemnification

- You agree to indemnify, defend, and hold harmless Nesote, its affiliates, employees, and partners from any claims, liabilities, damages, losses, and expenses resulting from your use of the Service.

13. Force Majeure

- Nesote shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, technical failures, and cyber-attacks.

14. Refund Policy

- All fees paid for the Service are strictly non-refundable.
- Nesote does not offer refunds under any circumstances, including but not limited to dissatisfaction with the Service, test results, or changes in personal circumstances.
- Any exceptions to this policy shall be solely at Nesote's discretion.

15. Miscellaneous

- These Terms constitute the entire agreement between you and Nesote regarding the Service.
- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Nesote's failure to enforce any right or provision under these Terms shall not be deemed a waiver of such rights.

For any inquiries regarding these Terms, please contact us at legal@verbalpeak.com.

By using our Service, you acknowledge that you have read, understood, and agreed to these Terms.