

## PeopleCert Online Terms of Service

These Terms of Service ("Terms") apply to use of websites and associated online services operated by companies in the PeopleCert group (together "PeopleCert" or "we"), including [www.peoplecert.org](http://www.peoplecert.org), [passport.peoplecert.org](http://passport.peoplecert.org), [ib.peoplecert.org](http://ib.peoplecert.org), [webates.peoplecert.org](http://webates.peoplecert.org), PeopleCert Online Proctoring, and [reports.peoplecert.org](http://reports.peoplecert.org) ("Online Services"). Additional terms may apply to specific PeopleCert examination and certification services.

### 1. Acceptance and Conditions of Use

Registered users of PeopleCert services are required to accept these Terms. If you intend to use our Online Services as a visitor, you must comply with these Terms (if you do not agree please do not use the Online Services). Both registered users and visitors of the Online Services are referred to in these Terms as "Users".

If you breach any of these Terms, your authorisation to use the Online Services is terminated and you must immediately destroy any materials downloaded from the Online Services.

### 2. Prohibited Conduct

Users shall not, directly or indirectly, perform any of the following actions:

- a. Transmit, install, upload or otherwise transfer any content, software, virus, advertisement, communication, or other item or process to the Online Services which in any way impairs their use, or adversely affects PeopleCert's computers, servers or databases.
- b. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Online Services.
- c. Remove or modify any copyright, trademark, legal notices, or other proprietary notices from the content available via the Online Services.
- d. Breach or bypass the Online Services' security mechanisms, or attempt to do so – this includes accessing any data or server you are not authorized to access.
- e. Use any device (such as a "web crawler" or other automatic retrieval mechanism or other means) to harvest information about the Online Services, other Users or PeopleCert.

### 3. Confidentiality of Certification Process and Materials

The entire certification process is confidential. Examination and certification services ("Certification Services") are made available to individuals solely for their own assessment. In connection with Certification Services, you undertake the obligation to comply with applicable Candidate Certification Guides which are made available upon registration. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any material related to the certification process, in whole or in part, in any form or by any means including visual, aural, verbal, written,

electronic or mechanical, for any purpose, without the prior express written permission of PeopleCert.

#### **4. Access to Online Services**

If you access the Online Services using a Username (e.g. Candidate ID) and a Password (e.g. Examination PIN) received from us, you are responsible for maintaining the confidentiality of your Username and Password, and for restricting access to any computer while logged in with your Username and Password. Your account is strictly personal, and should not be shared or transferred to anyone else. You agree to accept responsibility for all activities that occur under your Username and Password. PeopleCert may terminate accounts at its sole discretion for any violation of these requirements or of Candidate Certification Guides.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Online Services. You will be notified by email where any such hardware, software, equipment and service is required. This information is also available in the "Overview" section of your PeopleCert account on <https://peoplecert.org/overview>

PeopleCert will make all commercially reasonable efforts to provide uninterrupted access to the Online Services. However, PeopleCert does not warrant availability of the Online Services. Unavailability of the Online Services may occur due to factors outside of PeopleCert's control. The Online Services may be unavailable due to periodic maintenance or related reasons, and in such cases PeopleCert will take all commercially reasonable steps to restore access within a reasonable period. The term "commercially reasonable" means reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.

#### **5. Intellectual Property Rights**

This Online Services and all information they contain ("Materials") are proprietary to PeopleCert and Test Owners, who reserve all intellectual property rights in all materials included in the Online Services. You should assume that everything you see, read and hear on the Online Services (such as products, trademarks, logos, service marks, images, video, audio, photographs, illustrations, text, testimonials and other materials) is copyright and/or trademark protected. PeopleCert® and PeopleCert All talents, certified.® are registered trademarks of PeopleCert. For further information on other trademarks you see on the Online Services, please visit our Acknowledgements page.

You may not sell, reproduce, distribute, modify, display, prepare derivative works of, re-post or otherwise use, store or distribute any Materials without the written consent of PeopleCert. PeopleCert reserves the right to take legal action in case of any breach of these rights and restrictions.

#### **6. Materials Provided "As Is"**

The Materials have been prepared to provide information about PeopleCert and its products and services. Whilst PeopleCert has taken reasonable care in the preparation of the Materials, the Online Services and Materials are provided on an

"as is" basis and without warranties of any kind with regard to the accuracy, completeness or usefulness of any information. All warranties whether statutory or implied (including fitness for purpose, satisfactory quality and timely delivery) are hereby expressly excluded to the fullest extent permitted by law.

## **7. Credit Card Payment, Cancellation, Rescheduling and Refund Policy**

PeopleCert offers products, exams and services for purchase remotely and electronically. Credit card payments are processed securely by our selected payment processors and are not accessed by PeopleCert. A charge from "www.peoplecert.org" will appear on your credit card statement for any purchase.

If you have made a purchase by mistake or have changed your mind, you have the right to cancel your purchase by filing a written request of cancellation within 14 days of your initial payment as follows:

- i. For Exams: If you have not booked a specific exam date, cancellation can be made within 14 days from your initial purchase. If you have booked a specific exam date, cancellation can be made within 14 days from your initial purchase, provided that this date is at least 14 days prior to the exam date.
- ii. For Memberships: Cancellation can be made within 14 days from your initial purchase, provided you have not activated your membership.

All requests for cancellation must be emailed to [customerservice@peoplecert.org](mailto:customerservice@peoplecert.org). In the event of an appropriate cancellation request, PeopleCert will provide you with a refund. Refunds will always be made to the same credit card used for purchase.

If you have booked a specific exam date for an online proctored exam but would like to reschedule your exam, you have the right to do so via your PeopleCert account. In this case, a reasonable fee may apply.

## **8. Links to Third Party Websites**

The Online Services may provide links to other websites maintained by third parties, for your convenience only. PeopleCert has no responsibility for the content in any linked website. PeopleCert does not endorse or make any representations about them, or any information, software or other products, services or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked from the Online Services, you do this entirely at your own risk.

## **9. Changes to Products and Services**

Products and services available via the Online Services are subject to change and removal without notice. PeopleCert will not be responsible for any additional costs, delay or liability which you or your company or agents may incur as a result of such changes.

## **10. Law**

These terms and conditions are governed by the laws of England and Wales, and any dispute relating to the Terms and conditions shall be subject to the jurisdiction of

the courts of England. You agree to indemnify PeopleCert for any claims or damages resulting from your breach of the Terms.

### **11. Exclusions and Limitations of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PEOPLECERT, ITS SUPPLIERS, AND OTHER APPROVED THIRD PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST TIME OR INTERRUPTION, LOST BUSINESS OR ANTICIPATED SAVINGS) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT PEOPLECERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, INFORMATION OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR ADDITIONAL SUPPORT, SERVICING OR REPAIR, YOU ASSUME ALL COSTS THEREOF. Nothing in this clause shall exclude PeopleCert's liability for personal injury resulting from negligence or for fraud.

### **12. Amendments to Terms and Conditions**

We may revise these Terms to reflect changes in PeopleCert products or the law, or for other reasons, and the revised Terms will be posted on this page. If we make any material change to the Terms and you are a registered User, we will notify you by email. If you use the Online Services after changes have been notified, it will be deemed that you have accepted the amended Terms.

### **13. Severability**

If a provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of the Terms.