

Trinity Verify ('Verify') - Terms and Conditions of Use

IMPORTANT NOTICE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THIS APPLICATION. BY USING THIS APPLICATION AND/OR ANY OF THE SERVICES AVAILABLE THROUGH IT, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW

Introduction

1. About the Terms and Conditions

1.1 These Terms and Conditions apply to your use of the application Verify (the "**Application**") via a link from the www.trinitycollege.com website (the "Website") or however accessed. By using the Application, you enter into a legally binding contract with us. The purpose of the Application is to verify that the information an individual has provided to "Users" "You" about the English language test score they were awarded by Trinity matches the actual test score - recorded in Trinity's records as having been awarded to that individual.

1.2. We reserve the right to update these Terms and Conditions at any time. If we do so, we will publish the amended version on the page of the Website from which you access the Application. The amended Terms and Conditions will take effect from the time they are first published on the Website, and from then on will govern the relationship between you and us in respect of your use of the Application. If you do not agree with the amended Terms and Conditions, you may not continue to use the Application after the time on which the amended Terms and Conditions are published on the Website.

2. About us

2.1. We are Trinity College London, which is a private company limited by guarantee registered in England and Wales (registered number 02683033). We are also a registered charity in England and Wales under number.1014792 and Scotland under number SC 049143 Our UK VAT registration number is 680767793.

2.2. If you have any questions, complaints or comments concerning the Application or if you require any support in relation to your use of the Application, you can contact us using the following e-mail address: TOLsupport@trinitycollege.com.

The Application

3. Use of the Application

3.1. The Application is an examination management tool. It is an IT solution to support TCL's core business activities, meeting current and future business requirements for the diverse range of qualifications and products which we offer both in the UK and internationally by providing exam score verification.

3.2. Subject to your compliance with these Terms and Conditions, you may use the Application together with any information, material, software and any other items and services we offer through it. The Application should always be accessed via the Website unless you are given specific permission to access it by alternative means.

3.3. You hereby acknowledge and agree that we (or our suppliers/licensors) own all rights, title and interest in the Application, the Website and any User Guidance that we make available (including, for the avoidance of doubt, any intellectual property rights in or resulting from performance of the Application and/or the Website). Save for the licences granted in clause 3.2 above, nothing in these Terms and Conditions shall confer on you any right of ownership in the Application, the Website and/or the User Guidance or the contents thereof.

Your account

4. Registration

4.1. To access and/or enter certain content and functionality on the Application, you must register with us and create an account. During that process you will be asked whether you have the authority within your organisation to create and manage user accounts for other members of your organisation. If you confirm that you have, then you will be granted account management rights to enable you to conduct those activities. Users that have such rights shall be known as "Key Users". Whether you are a Key User or not, you will have to provide all the mandatory information sought during the registration process to enable you to access and

use the Website. Key Users will have to provide certain such mandatory information when creating new user accounts, to enable those new users to be able to access and use the Website. Key Users will also have the power to suspend and delete user accounts that they have created. You will need to give us certain personal information requested on the registration page. If you do not agree with the terms you should not create an account with us and may not access such content and services through the Application.

During the registration process, a password will be automatically allocated to you. After the completion of the registration process and on the occasion that you first attempt to use the Website, you will be required to change that password. From that time on you will be able to change your password whenever you like, as well as being able to make other routine changes to your user account other than your User ID/User Name.

4.2. Please ensure that the personal information you provide when you register is correct and complete and inform us immediately of any changes to that personal information. You can access and update the information you provide to us by accessing your account on the Application.

4.3. You are responsible for maintaining the confidentiality of your password, user name and log-in details. You may not share these account details with anyone and you are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Application and will not be liable where your password or user name is used by someone else. You agree to notify us immediately by email to TOLsupport @trinitycollege.com of any unauthorised use of your password, user name or other user account you have created of which you become aware. If you fail to comply with the above obligations, we will not be responsible for any losses you suffer as a result.

5. Your use of the Application

5.1. You hereby warrant, represent and undertake:

5.1.1 to use the Application in accordance with these Terms and Conditions, any User Guidance that TCL will make available through the system (for the purposes of these Terms and Conditions, "User Guidance" means the user guidance provided on the Website together with any updates issued by us from time to time).

5.1.2. solely to enter information relating to a candidate into the Application to verify that candidate's exam result(s) in respect of a Trinity qualification which are stored by Trinity College London.;

5.1.3 . to keep confidential and not disclose to any third parties any confidential information entered into and/or accessed via the Application without our prior written consent and not to use such confidential information except where strictly necessary for the purpose of performing your obligations under these Terms and Conditions and the User Guidance provided always that this provision shall not apply to any information in the public domain other than by a breach of these Terms and Conditions or any information which was lawfully in your possession before you first received it from a candidate or any information which you are required by law or regulatory authority to disclose.

5.2 You agree that you will not:

5.2.1.. use the Application for the posting, storage or transmission of any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind; or

5.2.2. upload material that contains viruses, "Trojan Horses", worms, cancelbots, corrupted files or other such similarly destructive features or otherwise in any way damage, disable or impair the operation of the Application, or attempt to do any of the same, or gain or attempt to gain unauthorised access to the Application, or to networks connected to it, or to content delivered through it, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other technological or other protections or security measures.

6. Linked Websites

6.1 We do not endorse and are not responsible for the contents or privacy practices of any third-party websites which are linked to on the Application. We shall not be responsible or liable for any loss or damages caused by use of or reliance on any content, goods or services available on such websites.

Content

7. Your use of content on the Application

7.1. Provided that you comply fully with these Terms and Conditions and the User we and/or our licensors grant you the right to access view and, in certain cases authorised by the Application, download and/or print the content that we and/or other licensed users make available through the Application for the purposes of examination administration for or on behalf of Trinity College London only. We may restrict the extent to which you can view, back-up, transfer to other devices or otherwise use such content.

7.2. Save as expressly provided in these Terms and Conditions and the User Guidance, you may not copy, reproduce, sub-license, republish, distribute, transmit, display or make available, alter, adapt, interfere with, create derivative works from, counterfeit or paste to any other application or webpage, by any means or in any manner, any content provided or made available on or through the Application, or do anything else with such content. You agree and acknowledge that you will not acquire any ownership rights in the content. You acknowledge that modification of any content or use of any content for any purpose not expressly permitted by these Terms and Conditions and the User Guidance may breach our and others' copyright, privacy and other proprietary rights.

8. Data Protection

Data within the European Economic Area (EEA) – applicable to data processors transferring data within the EEA only

In this clause 8, the following definitions apply:

'Agreed Purposes' means the transfer and processing of personal data of Trinity Candidates for examination, moderation, research, marketing and training purposes, and solely in connection with the verification of Trinity qualifications;

'Controller', means the person who, alone or jointly with others, determines the purposes for which and the manner in which any Personal Data is processed;

'Data Protection Laws' means (i) either the Data Protection Act 2018 or the General Data Protection Regulation ((EU) 2016/679) (GDPR) and/or any UK implementing laws, whichever is in force in the UK at the relevant time; (ii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, all as amended, extended, re-enacted or replaced from time to time;

'Data Security Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Trinity Data;

'Permitted Recipients' means the parties to this agreement, the employees of each party and any third party engaged from time to time to perform obligations in connection with this agreement;

'data subject, personal data, processing and appropriate technical and organisational measures' have the meaning set out in the Data Protections Laws in force at the time;

'Trinity Candidates' means candidates and potential candidates, interested in the Trinity qualifications; and

'Trinity Data' means: (i) all data (including any personal data) relating to Trinity Candidates (including any personal data of contacts); and (ii) any other data (including any personal data), documents, or text which either party generates, processes, stores or transmits pursuant to this agreement.

1. This clause 8 sets out the framework for the sharing of personal data between you as Controller and us as Processor. Each party acknowledges that they will regularly disclose to the other Trinity Data collected for the Agreed Purposes.
2. Each party shall ensure that it complies with the Data Protection Laws all other applicable national data protection laws at all times. Any material breach of the Data Protection Laws by You must be remedied

within 30 days of written notice from either Trinity or the applicable Data Processing Authority within the EEA.

3. You shall, in respect of any Trinity Data, ensure that:
 - (a) you provide Trinity with contact details of at least one employee as a point of contact and responsible manager for all issues arising out of the Data Protection Laws, including the training of relevant staff, the procedures to be followed in the event of a Data Security Breach, and the regular review of its compliance with Data Protection Laws;
 - (b) your privacy notices are clear and provide sufficient information to Trinity Candidates for them to understand which of their personal data will be shared by you with us, the purpose of sharing their personal data and the identity of Trinity. This includes notice that, on the termination of any processing relationship between us, personal data relating to them may be retained by, or as the case may be, transferred to us or one or more of the Permitted Recipients, their successors and assignees;
 - (b) You have all the necessary consents in place to enable the lawful transfer of Trinity Data to us and to any other Permitted Recipient for the Agreed Purposes;
 - (c) you do not engage any third party (other than your members of staff) to process any Trinity Data without our prior written approval and that, upon receiving such approval, such Permitted Recipient (i) enters into a data processing agreement with you (including obligations of confidentiality) on terms which are no less onerous than those imposed under these Terms and Conditions, (ii) is provided with clear processing instructions in writing and (iii) registers with us for the use of Trinity's permitted online systems, including (without limitation) the Application.
 - (d) the Trinity Data is accurate and kept up to date at all times;
 - (e) you do not transfer any Trinity Data outside of the EEA unless the transfer complies with Data Protection Laws; and
 - (f) you maintain complete and accurate records and information to demonstrate your compliance with the provisions of these Terms and Conditions.
4. Each party agrees to:
 - (a) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage, to personal data, and use compatible technology (as approved by us from time to time) for the processing of Trinity Data on the Application to ensure there is no lack of accuracy resulting from personal data transfers;
 - (b) provide the other party with such reasonable cooperation and assistance as is necessary to enable each Party to comply with its obligations in respect of Trinity Data, including to enable each Party to comply with the rights of Trinity Candidates in respect of their personal data and to respond to any other queries or complaints thereof, having promptly notified the other party of any subject access request or other query or complaint received from any Trinity Candidate;
 - (c) have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the Data Protection Laws and any associated guidance, including any other national data protection laws applicable to a party;
 - (d) notify the other party within 72 hours in the event of a Data Security Breach and provide to the other reasonable assistance as is necessary to facilitate the handling of any such Data Security Breach in an expeditious and compliant manner.
5. You will indemnify us against all liabilities, costs, expenses, damages and losses (including without limitation any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs calculated on a full indemnity basis and all other reasonable professional costs and expenses) suffered or incurred by Trinity arising out of or in connection with you (or your

employees', agents' and Permitted Recipients') breach of Data Protection Laws, provided that we give you prompt notice of any such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and mitigate your own losses as far as is reasonable possible.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in the GDPR, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause **Error! Reference source not found.**
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) such decisions are made by the data importer in entering into or performing a contract with the data subject, and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties;or
 - (b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

The personal data transferred concern the following categories of data subjects:

Candidates

Candidates' legal guardians

Others:

Purposes of the transfer(s)

The transfer is made for the following purposes:

For the verification of Trinity examinations, the award of Trinity qualifications

Categories of data

The personal data transferred concern the following categories of data:

Personal details may include name, age, candidate number, assessment marks, results and awards,

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees of either party on a need to know basis

Sensitive data (if appropriate)

n/a

Data protection registration information of a data exporter (where applicable)

The Users' contact details recorded on the Application

Additional useful information (storage limits and other relevant information)

n/a

Contact points for data protection enquiries

YOU

The Application user

At the email address specified in your Verify user account

US, TRINITY COLLEGE LONDON

dpo@trinitycollege.com

9. Third party content and software

9.1. Where content, information, software, and any other material or services are supplied by third parties, you acknowledge and agree that we cannot control and do not purport to endorse such content, software or services in any way. All third-party content, software or services that are made available through the Application are offered in good faith but we do not (to the extent permitted by applicable law) accept any responsibility for the accuracy, reliability, timeliness, or otherwise of such content, software or other material or services (whether published on or offline) or for the use, download and/or installation of such content, software, or other material or services.

General

10. Our liability to you

10.1. Nothing in these Terms and Conditions excludes, restricts or affects your statutory rights.

10.2. We warrant that the Application will be of satisfactory quality and fit for the purpose for which it is made available. We also promise that any services that we provide to you will be provided with reasonable skill and care.

10.3. To the maximum extent permitted under applicable law, we exclude all other express or implied Terms and Conditions, conditions, warranties, representations or endorsements whatsoever with regard to any content, information, material, software or other items or services provided through the Website and/or the Application including those as to availability, quality, timeliness, performance, or fitness for a particular purpose.

10.4. We shall not be liable for any loss or damage resulting from the illegal, incorrect or inappropriate use of any content, information, material, software or other item by you or anyone else whilst the content is in your possession.

10.5. We do not accept liability for any loss which is not a direct and reasonably foreseeable consequence of the relevant breach of these Terms and Conditions or which is consequential, even if we have previously been advised of the possibility of such loss.

10.6. Unless you are an employee of Trinity College London, you are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use and is compatible with the Website and/or the Application. We do not make any warranty that the Website and/or the Application or its servers are free from viruses, worms, cancelbots, "Trojan Horses" or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect your computer equipment or other property following your access to, use of, the Application or accessing of any content, information, material, software or other item or service. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

10.7. Save in the case of death or personal injury caused by our negligence or the negligence of our employees, where we have acted fraudulently, or save in relation to our obligations relating to data protection as set out in clause 8, our total liability to you under these Terms and Conditions for any losses suffered by you will never exceed £5,000.

11. Your further obligations to us

11.1. You agree that you will not use the content, information, material, software or other item or service available on this Application for any illegal purpose or for any other purpose prohibited by these Terms and Conditions or in any notice contained within any content, information, material, software or other item.

11.2. You shall compensate us in full in respect of any losses, liabilities, damages, expenses or costs (including legal fees and expenses), arising from or in connection with any third-party claim, suit or proceeding brought against us which arises out of, results from or is related to any breach by you of these Terms and Conditions.

12. Termination and assignment

12.1. We will determine, in our discretion, whether there has been a breach of these Terms and Conditions through your use of the Website and where a breach of these Terms and Conditions has occurred we reserve

the right to terminate your account, your access to the Application and/or this agreement at any time with or without cause or notice. Any person who holds such a suspended or terminated account must not re-register on the Application without our prior consent.

12.2. We reserve the right to assign or sub-contract any or all of our rights and obligations under these Terms and Conditions. These Terms and Conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

13. General

13.1. We will not be liable to you for any failure to perform any obligation owed to you due to reasons beyond our reasonable control, for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure.

13.2. Save as otherwise expressly stated, these Terms and Conditions, and the Privacy Policy contain the entire agreement between us and you relating to your use of the Application and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and Conditions.

13.3. In the event that any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable, such provision will be severed and the remainder of these Terms and Conditions shall continue in full force and effect.

13.4. If you breach these Terms and Conditions and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms and Conditions.

13.5. English is the only language offered for the conclusion of this contract.

13.6. These Terms and Conditions are governed by and are to be construed in accordance with English law.

13.7. You agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms and Conditions.