

## Terms and Conditions of EXIN ANYWHERE Exams Online and Candidate Voucher Conditions

EXIN Holding B.V., Utrecht, The Netherlands

[www.exin.com](http://www.exin.com)

For any questions, remarks or requests, you can contact EXIN via:

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[candidatesupport@exin.com](mailto:candidatesupport@exin.com)

[Support web form](#)

### 1 Applicability and Registration

- 1.1 These terms and conditions (the "Terms and Conditions") apply:
  - 1.1.1 to all offers of EXIN Holding B.V. ("EXIN") to examination candidates ("Candidate" or "Candidates") and all agreements between EXIN Holding B.V. and Candidates concerning registration for EXIN ANYWHERE Exams Online ("Online Proctored Exams");
  - 1.1.2 to all usage by Candidates of EXIN's vouchers for Online Proctored Exams ("EXIN Vouchers").
- 1.2 Candidates may only register for an Online Proctored Exam if they have the necessary technical requirements at their disposal. The technical requirements are: a computer with a webcam, microphone and broadband internet. If these technical requirements are not met, the Online Proctored Exam cannot be taken. The availability and the proper functioning of these technical requirements are the sole responsibility of the Candidate and will be checked prior to the exam. Problems concerning these technical requirements can never be invoked against EXIN.
- 1.3 Upon registering for an Online Proctored Exam, the exam is usually available for the Candidate for 21 days after registration ("Availability Period"). In exceptional cases, the Availability Period can be shorter. EXIN will inform the Candidate at the moment of registration about the length of the Availability Period.
- 1.4 A registration for an Online Proctored Exam is only final after payment is made to EXIN, and only after the Candidate has given his consent to these Terms and Conditions and to take and process recordings of the exam sessions.
- 1.5 There is generally no closing date for registering for Online Proctored Exams. If a registration closing date is applicable, the Candidate will be informed and the Availability Period as described in section 1.4 will be adjusted accordingly.
- 1.6 For some exams, admission requirements must be met before registration can be commenced. Among other things, exams to which an accreditation regulation applies can only be registered for, if a training program has been completed at an organization accredited. The admission requirements are described on [www.exin.com](http://www.exin.com). If, for whatever reason, a registration has been completed without the Candidate meeting the requirements, the final result of the exam will not be released until the admission requirements are met and the proof is registered. If, for whatever reason, a certification has already been issued to the Candidate without the Candidate meeting the admission requirements, EXIN may withdraw the certification.

### 2 EXIN Vouchers

- 2.1 EXIN offers two sorts of EXIN Vouchers:
  - 2.1.1 Vouchers which are offered to the Candidate by an EXIN partners and which serve as full payment of the examination fee due at registration ("EXIN Exam Vouchers").
  - 2.1.2 Vouchers which are offered to the Candidates by an EXIN partners and which allow Candidates a certain reduction in percentage of EXIN's normal candidate exam price as described in article 3 ("EXIN Reduction Vouchers").
- 2.2 EXIN Vouchers can only be used for Online Proctored Exams and according to the terms laid down in these Terms and Conditions.
- 2.3 EXIN Exam Voucher are issued for a particular EXIN exam module and can only be redeemed once and for that specific EXIN exam module. EXIN Reduction Voucher can be generic and for usage by multiple Candidates.
- 2.4 EXIN Vouchers are valid until the expiration date as determined by EXIN.
- 2.5 EXIN Vouchers are for personal use of this Candidate only and not for re-sale or transmission.
- 2.6 The Candidate is responsible to take good care of the EXIN Voucher. In case of loss or theft of the voucher, damage to the voucher and/or any form of misuse by third parties, such EXIN Voucher will not be replaced by EXIN.
- 2.7 With exception of the situation described in article 6.2, EXIN Vouchers shall never be exchanged by EXIN for money.

### 3 Price of Online Proctored Exams and payment

- 3.1 Prices for Online Proctored Exams are fixed as offered to the Candidate at the moment of registering for an Online Proctored Exam. Prices include VAT if VAT is applicable. Any change of price of the Online Proctored Exams will not have influence on an Online Proctored Exam already registered for.
- 3.2 Payment can be made by redeeming a valid EXIN Exam Voucher or in one of the following currencies, depending on the country of residence of the Candidate: EUR (residents of countries in Europe with the exemption of Great Britain), GBP (residents of Great Britain), JPN (residents of Japan), AUD (residents of Australia) USD (residents of all other countries). If the Candidate redeems a valid EXIN Reduction Voucher, the relevant reduction will be subtracted from EXIN's normal candidate exam price (including VAT and/or other tax) for Online Proctored Exams such as it is listed on the EXIN's website at the moment of registration, and the remaining amount shall be payable in the respective currency laid down in the first sentence of this article 3.2.
- 3.3 The full examination fee must be paid immediately upon registration using the Payment software of Ogone Payment Services. If for any reason whatsoever, the Candidate has already received an exam confirmation, but final payment has not been received or has been recalled, EXIN is (next to all remedies according to the law) entitled to nullify the candidate's assignment, coaching report and certificate if already issued. In

- aggravating cases of non-payment such as fraud with credit cards, EXIN is also entitled to disqualify a Candidate involved from taking any subsequent examinations.
- 3.4 Postal delays, bank delays, and other delays in processing by persons or entities other than EXIN cannot be invoked against EXIN.
- 4 Exam Confirmation and exam information**
- 4.1 After registration, EXIN will confirm the registration by way of a confirmation email which shall also contain the exam activating code and the information necessary to start the Online Proctored Exam.
- 5 Cancellation of Online Proctored Exams**
- 5.1 The Candidate may cancel its registration for an Online Proctored Exam within fourteen calendar days after the date of registration. To cancel the registration the Candidate needs to contact the EXIN Contact Service Center by email. The exam fee paid will be refunded to the Candidate's bank account, which was used for payment, and in the currency in which the Candidate has paid. If the Candidate has paid by redeeming an EXIN Exam Voucher, he will not be refunded with money, but his EXIN Exam Voucher will be reactivated. The Candidate agrees that the cancellation right under this section 5 will end as soon as he has started using the services by entering his exam code in the secure exam environment.
- 6 No refunding of examination fees, no reactivation EXIN Vouchers; withdrawal of exam(voucher) modules**
- 6.1 The decision on whether to offer a credit or reactivation for future testing services exists at the sole discretion of EXIN. With the exception of a cancellation during the cancellation period as described in section 5.1 above, examination fees already paid, shall never be refunded, and EXIN Vouchers already redeemed, shall never be reactivated. For example, in case (1) the candidate does not log in to take the Online Proctored Exam during the Availability Period for whatsoever reason or (2) in the event of nullification of the examination assignment of the candidate according to clause 8, the examination fee already paid will not be refunded and the EXIN Voucher will not be reactivated.
- 6.2 In case EXIN withdraws a particular exam (voucher) module before the validity period of an unused EXIN Exam Voucher issued for this exam (voucher) module is expired, the Candidate may return the EXIN Exam Voucher to EXIN against refund of the Last Price as defined hereafter. Only EXIN Exam Vouchers will be accepted for such refund if (1) returned with 14 days after the expiration date of the EXIN Exam Voucher in question and (2) if the Candidate provides evidence of his legitimate possession of the EXIN Exam Voucher. The Last Price is the last price at which EXIN offered the exam module in question as Online Proctored Exam before withdrawing it, whereby the currency depends on the country of residence of the Candidate as laid down in article 3.2.
- 7. Rescheduling of Online Proctored Exams**
- 7.1. If the Online Proctored Exam could not be taken during the Availability Period because of unscheduled maintenance on the systems, the Candidate may request EXIN to reschedule the exam, stating the grounds. In case sufficient grounds are found by EXIN, EXIN will enable the Candidate to retake the examination by granting a new Availability Period in a length to be determined by EXIN, without any new examination fees being payable. The same applies if, (1) for any other technical reason (such as system failures) an examination is terminated prematurely, an examination could not take place during the Availability Period, or the records necessary for the assessment of the examination results (such as answers given by the Candidate, video records, audio records or screenshots) are not taken, not saved or are lost and (2) this is attributable to EXIN.
- 8 Exam session**
- 8.1 Online Proctored Exams are not being proctored and monitored in person. The Candidate may log in to take the Online Proctored Exam anytime during the Availability Period. Taking an exam is not possible during maintenance periods. Upon registration, the candidate shall be informed about maintenance periods planned during his Availability Period.
- 8.2 Online Proctored Exams are being administered by means of the proctor software Remote Proctor Now which is property of Software Secure Inc., a company incorporated in the USA. For usage of the software the Candidate needs to install this software on the computer that is used for taking the exam. This software detects possible desktop sharing software, monitors the activities and communicates with the servers of Software Secure Inc.
- 8.3 Before the exam session the Candidate needs to prove his identity by means of (1) taking a photograph of himself with the webcam (the face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including a closely resembling photograph. Only passports, European identity cards, driving licenses and aliens' documents are accepted as valid proof of identity. Other identity documents are not accepted by EXIN as proof of identity.
- 8.4 For the purpose of proctoring and monitoring the exam including the adherence to the Online Exam Rules as described in 9.2 and in particular to prevent fraud, Online Proctored Exams are being recorded on video with the webcam. For the same reason, audio is recorded and screenshots are taken. All these data will be maintained by Software Secure Inc. for six months after the exam session and will be destroyed thereafter unless an appeal procedure or withdrawal of exam procedure has been started, in which case the data will be maintained until the end of such procedure and destroyed thereafter. Registering for Online Proctored Exam is only possible if the Candidate gives his explicit permission to take, use and store the recordings as described in this article 8.4.
- 9 Online exam rules; nullification; disqualification, withdrawal**
- 9.1 After the Online Proctored Exam, the video, audio and the screen shots will be checked in order to assess whether the Candidate has adhered to the exam rules as described below (9.2) in more detail (hereinafter referred to as the "Online Exam Rules"). EXIN shall, at its own discretion, decide whether the violation of Online Exam Rules leads to nullification of the examination assignment. EXIN reserves the right to modify its Online Exam Rules at its exclusive discretion. Notice of any Online Exam Rule changes will be provided before the Candidate commences the examination.

- 9.2 The Candidate declares to adhere to the Online Exam Rules of EXIN:
- 9.2.1 The Candidate is obliged to provide valid proof of identification. This includes a webcam photograph of the candidate and a sufficiently legible webcam photograph of the identification document (see 8.3);
- 9.2.2 The Candidate is obliged to show his test environment by making a 360° film of his test environment with his webcam
- 9.2.3 The Candidate is obliged to meet the following exam requirements:
- 9.2.3.1 Test Environment Requirements during the exam:
- 9.2.3.1.1 The Candidate's test environment must be quiet and tranquil with a clear and empty working desk;
- 9.2.3.1.2 No other people in the room;
- 9.2.3.1.3 Nothing except computer and external web cameras on the desk;
- 9.2.3.1.4 Removal of all materials, unless permitted (Photo ID, email with link and activation code) and no writing visible on desk or on walls;
- 9.2.3.1.5 No music playing or television on or other disturbing sound;
- 9.2.3.1.6 No headphones or ear buds allowed;
- 9.2.3.1.7 No other computers or other devices running in the exam room;
- 9.2.3.1.8 Lighting must be "daylight" quality and overhead is preferred if at all possible. If overhead is not possible, the source should not be behind the Candidate;
- 9.2.3.2 Behavioral Requirements during the exam:
- 9.2.3.2.1 No talking or communicating with anyone (not even with yourself), with the exception of contact with an exam administrator or support in case of an emergency;
- 9.2.3.2.2 No leaving the room after starting the exam;
- 9.2.3.2.3 The Candidate's face must point at the computer screen during the exam;
- 9.2.3.2.4 The Candidate is not allowed to take screen shots during the exam;
- 9.2.3.2.5 The Candidate is not allowed to use other applications next to Exillence (registration application), an email application (however: solely in order to copy/paste the exam code - any other use is prohibited), Remote Proctor Now (proctor software) and Questionmark™ Perception™ (test software) during the exam;
- 9.2.3.2.6 The Candidate is not allowed to surf on the internet during the exam and he must close any website which is not explicitly permitted.;
- 9.2.3.2.7 Questions must be answered by clicking the mouse on the alternative. No keyboard is required and therefore the use of the keyboard must be avoided: No typing;
- 9.2.3.2.8 The Candidate must be dressed and behave decently at all times;
- 9.2.3.3 Computer/Webcam setup during the exam:
- 9.2.3.3.1 The Candidate is not allowed to have desktop sharing software running on the computer;
- 9.2.3.3.2 Video and Audio devices must be enabled and running;
- 9.2.3.3.3 Web-cam must be focused on the candidate taking the exam at all times;
- 9.2.3.3.4 The Candidate's face must be positioned in the center of the webcam view;
- 9.2.3.3.5 External cameras, when possible, must be placed on the lid of the laptop or where it will have a constant, uninterrupted view of the Candidate;
- 9.2.3.3.6 Nothing may cover the lens of the webcam at any time during the exam;
- 9.2.4 The admission requirements (if applicable to the exam in question), must be met and evidenced as described in more detail in 1.6 above.
- 9.2.5 The Candidate may not commit or attempt fraud which includes the use of any aids that are not explicitly allowed as well as any activity or behavior which leads to partly or fully impair a correct judgment on knowledge, understanding, skills and/or the identity of the Candidate.
- 9.2.6 Behavior or activities which are not described as such in the this 9.2 above but which (1) are similar and/or (2) otherwise create an unfair advantage for the Candidate or (3) otherwise make it impossible for EXIN to sufficiently check the identity and/or knowledge, understanding and/or skills of the Candidate will be regarded as being equally prohibited.
- 9.3 In case of nullification of the assignment, the result will not be announced to the Candidate. EXIN will notify the candidate by email or in writing about the nullification, stating the grounds.
- 9.4 In case EXIN discovers a violation of Online Exam Rules before the exam session takes place, EXIN shall, at its own discretion, decide whether the Candidate will be disqualified from and therefore not be admitted to the exam.
- 9.5 In case EXIN discovers a violation of Online Exam Rules after a certification has already been issued to the Candidate, EXIN may withdraw the certification.
- 9.6 EXIN has the right to disqualify a Candidate involved from taking any subsequent examinations in case of a violation of clause 9.2.5 (fraud).
- 10. Liability in connection with Online Proctored Exams and EXIN Vouchers**
- 10.1 If for any reason whatsoever (such as power interruptions or system failures) an examination is terminated prematurely, online examination could not take place during the Availability Period, the records necessary for the assessment of the examination results (such as answers given by the Candidate, video records, audio records or screenshots) are not taken, not saved or lost, or redeeming of an EXIN Exam Voucher cannot take place during the voucher validity period, EXIN is not liable for any costs incurred by the Candidate or third parties resulting from it, unless any of this is caused by willful intent or gross negligence on the part of EXIN.
- 10.2 EXIN's maximum aggregate liability whether in contract, in tort (including negligence) or otherwise in respect of any loss or damage suffered by the Candidate or third parties in connection with the Online Proctored Exams shall in no circumstances exceed the actual cost of the examination(s) fees paid to EXIN by

Candidate or, in case the Candidate has paid by redeeming an EXIN Exam Voucher: EXIN's normal Candidate exam price for Online Proctored Exams as described in article 3.1 and article 3.2 of these Terms and Conditions. EXIN will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect, special, punitive or consequential loss or damage of any kind howsoever arising and whether based in tort (including negligence), breach of contract, warranty or otherwise.

**11 Announcement of examination results**

- 11.1 Within usually two weeks after the exam session, the examination result will be announced by adding it to the Candidate Portal. This can take longer in individual cases, for example if EXIN has started an investigation regarding the violation of Online Exam Rules and possible fraud. EXIN will inform the Candidate about the result by way of emailing the Candidate (announcement).
- 11.2 No information on examination results shall be given by telephone.
- 11.3 The Candidate understands that test results are sometimes delayed, and agrees to hold EXIN harmless for any inconvenience or damages resulting from delays in the reporting of test results.

**12 Confidentiality, Proprietary Information, and Non-Disclosure**

- 12.1 The Candidate understands and acknowledges that the complete contents of the examinations contain confidential and proprietary information owned by EXIN and other entities. To ensure the protection of such information, and to preserve any confidentiality necessary under patent, copyright, and/or trade secret laws, it is agreed that:
  - 12.1.1 Confidential and Proprietary Information encompasses all subject matter materials contained in the examination(s) accessible to the Candidate through EXIN, including, but not limited to: all instructions, questions descriptions, summaries, and any other written materials that may relate to the content or process of the examination.
  - 12.1.2 The Candidate shall not copy, transmit, discuss, disclose or communicate in any way the confidential and proprietary information described in this 12.1.1, above, unless otherwise authorized by EXIN in writing.
  - 12.1.3 EXIN has the right to disqualify a Candidate involved from taking any subsequent examinations in case a violation of clause 12.1.2 is discovered.

**13 Review and Appeals; Complaints**

- 13.1 Review of the examination documents can be requested until two months after the date of announcement of the Examination Decision as defined hereafter. "Examination Decisions" include the announcement of final examination results, withdrawals and nullifications.
- 13.2 Reviews can take place after the payment of the relevant costs have been received by EXIN and in a manner, place and time as determined by EXIN.
- 13.3 Appeals against Examination Decisions can be filed with EXIN within two months after the date of the Examination Decision and shall, to the exclusion of all ordinary courts and regulatory agencies, be submitted to the competent Board of Appeals for EXIN's examinations.
- 13.4 Complaints which do not relate to Examination Decisions can be filed with EXIN and will be handled by EXIN.
- 13.5 The review and appeal procedure is described in section 8 of the "Rules and Regulations for EXIN's Examinations", which can be found on [www.exin.com](http://www.exin.com). The complaints procedure is described in section 9 of the "Rules and Regulations for EXIN's Examinations", which can be found on [www.exin.com](http://www.exin.com).

**14 Applicable Law; jurisdiction**

- 14.1 These Terms and Conditions are governed exclusively by Dutch law.
- 14.2 Any disputes between Candidate and EXIN shall be exclusively resolved by the competent court in Utrecht, the Netherlands.

**15 Final provisions; Rules and Regulations for EXIN's Examinations**

- 15.1 If any provision or provisions of EXIN's Terms and Conditions are held to be invalid, illegal, unenforceable or in conflict with the law of the governing jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable provisions shall be deemed modified to the limited extent required to accomplish the intent and enforcement of the Terms and Conditions as a whole.
- 15.2 Questions, comments and requests in relation to these Terms and Conditions or complaints can be sent to EXIN via this [web form](#) or via regular mail to:  
EXIN Holding B.V.  
Radboudkwartier 223  
3511 CJ UTRECHT  
The Netherlands
- 15.3 These Terms and Conditions are based on the "Rules and Regulations for EXIN's Examinations", which can be found on [www.exin.com](http://www.exin.com). The "Rules and Regulations for EXIN's Examinations" shall apply to the Online Proctored Exam in cases not provided for in these Terms and Conditions and insofar as these Terms and Conditions do not deviate from the "Rules and Regulations for EXIN's Examinations".