

General Terms and Conditions for participation in EXIN exams

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1 Definitions

- 1.1 General Terms and Conditions: these general terms and conditions.
- 1.2 Availability Period: the period within which the Candidate can take his EXIN Anywhere Examination.
- 1.3 Candidate Portal: the online [candidate portal \(MyLogin\)](#) where the Candidate can, among other things, manage his personal data and review his examination results.
- 1.4 Certificate: a document issued by EXIN proving that the Candidate meets the examination criteria set by EXIN for a specific Examination.
- 1.5 Examination: an examination from the EXIN examination portfolio.
- 1.6 Examination Materials: all electronic materials and hard copies of materials which have been submitted to the Candidate in the context of an Examination or review session, including examination questions and examination answers.
- 1.7 Examination Rules and Regulations: the regulations with detailed rules on issues such as the conduct and assessment of Examinations.
- 1.8 Examination Voucher: a voucher that can be used by the Candidate to pay for an Examination.
- 1.9 EXIN Anywhere Examination: the service offered by EXIN which enables a Candidate to take an Examination online.
- 1.10 EXIN Examination Location: a location designated by EXIN where Examinations are conducted.
- 1.11 EXIN Systems: the computer systems used by EXIN for the execution of the Agreement.
- 1.12 EXIN: EXIN Holding B.V.
- 1.13 Candidate: the private person who has taken an Examination or wishes to do so.
- 1.14 Discount Voucher: a voucher that entitles the Candidate to receive a discount on the Examination or the examination portfolio shown on the voucher.
- 1.15 Agreement: the agreement between EXIN and a Candidate relating to the registration for and participation in an Examination.
- 1.16 Board of Appeal: the committee appointed by EXIN charged with handling and giving judgment on appeals lodged by Candidates.

2 General

- 2.1 These General Terms and Conditions apply to all Agreements between EXIN and the Candidate.
- 2.2 EXIN explicitly rejects the applicability of general terms and conditions of the Candidate.
- 2.3 Any deviations from and additions to these General Terms and Conditions are valid only if they have been agreed upon in writing between EXIN and the Candidate.

- 2.4 All quotations by EXIN are without obligation. This means that EXIN has the right to renege on the quotation until the Candidate has accepted it, or until directly after Candidate has accepted it.
- 2.5 EXIN has the right to change these General Terms and Conditions and the examination portfolio offered unilaterally. Alterations to these General Terms and Conditions will be announced on the website of EXIN before they come into effect.
- 2.6 If any provision in these General Terms and Conditions is void or voidable, this will not affect the validity of the remaining provisions in these General Terms and Conditions. EXIN and the Candidate will in case of voidance be bound to a provision whose purport corresponds as much as possible to the void provision but which is not void.
- 2.7 These General Terms and Conditions do not apply to Examinations conducted by EXIN partners, such as accredited examination centres and computer-based testing agents.
- 2.8 The [Examination Rules and Regulations](#) apply to the conduction of Examinations. EXIN has the right to change these rules and regulations unilaterally. In case of deviations between these General Terms and Conditions and the Examination Rules and Regulations, the General Terms and Conditions will prevail, unless the general terms and conditions explicitly refer to the Examination Rules and Regulations.

3 Registration

- 3.1 The Candidate can register for an Examination on the EXIN website or, if he has taken an Examination before, via the Candidate Portal.
- 3.2 The Candidate must complete all sections of the booking form that are marked as mandatory fully and truthfully.
- 3.3 The Candidate must treat his Candidate Portal login codes carefully and must keep these confidential. The Candidate must report loss or abuse/suspected misuse of his login codes directly to EXIN. All damage and costs resulting from the use, unauthorised or otherwise, of login codes will be at the full risk and expense of the Candidate until the moment they are reported to EXIN.
- 3.4 A booking term applies to some of the Examinations. EXIN advises the Candidate to book his Examination well in advance. All booking terms are mentioned on the EXIN website.
- 3.5 An Agreement comes into effect once EXIN has by e-mail confirmed the registration for an Examination to the Candidate.
- 3.6 EXIN can enquire whether the Candidate is able to meet his payment obligations and can acquaint itself with other circumstances that are relevant to a responsible conclusion of the Agreement. If on the basis of this enquiry EXIN has good reasons not to enter into the

Agreement, EXIN has the right to refuse a registration or attach special conditions to the performance of the Agreement.

- 3.7 If the Candidate has registered for an EXIN Anywhere Examination, the confirmation e-mail will also include a code and link to enable the Candidate to take the Examination at a selected time within the Availability Period. The Availability Period usually lasts for 21 days after registration, but may be shorter under exceptional circumstances. The Availability Period will be announced during the registration procedure.

4 Conditions for Participation in an Examination

- 4.1 Entry requirements apply to some of the Examinations, for example relating to education programmes that must be completed at accredited institutions. The Candidate must have met all requirements applicable upon registration for an Examination at the latest. All entry requirements can be found on the EXIN website.
- 4.2 EXIN can ask the Candidate to produce supporting documents. Uploading these documents and approval thereof are part of the registration procedure.
- 4.3 A Candidate who wishes to take an EXIN Anywhere Examination must have a computer that has a webcam, a microphone and a broadband internet connection. Minimum system requirements can be found on the EXIN website. Before the Candidate registers for an EXIN Anywhere Examination, he must make sure that his computer meets these requirements in order to prevent problems during the Examination. The proper functioning of the computer is the responsibility of the Candidate only.
- 4.4 The Candidate can only take an EXIN Anywhere Examination if he agrees to the recording of his examination session and to the user conditions of the owner of the software which EXIN uses during the examination session. The Candidate will be informed about this in more detail at registration.
- 4.5 In case of participation in an examination session at an EXIN Examination Location at the Open University, the house rules of the Open University are applicable.

5 Examination Fees and Payment

- 5.1 The examination fees to be paid and the currencies that can be used for payment by the Candidate are mentioned during the registration procedure. In so far as VAT is applicable, all prices mentioned are including VAT.
- 5.2 The examination fees to be paid must be paid directly upon registration by using a credit card, iDEAL, an Examination Voucher, a payment code or one of the other means of payment offered on the website.

- 5.3 The Candidate Voucher Conditions apply to the use of an [Examination Voucher or Discount Voucher](#).
- 5.4 Payments made by the Candidate will at all times be applied to settle first any interest and costs due and second those invoice amounts which have been outstanding for the longest period, even if the Candidate has stated that the payment is related to a later invoice.
- 5.5 EXIN has the right to change the examination fees. Any changes apply to new Examination orders only.
- 5.6 EXIN has the right to exclude the Candidate from participation in an Examination, to deny or withdraw a Certificate, or to invalidate an Examination if it appears that the Candidate has not paid the full examination fees due within the time limit set, or if EXIN (in retrospect) discovers irregularities relating to the payment, including, but not limited to, credit card fraud. In case of serious irregularities, EXIN is entitled to exclude a Candidate from participation in future Examinations. The foregoing does not affect EXIN's other rights.
- 5.7 In case of overdue or incomplete payment, the Candidate is in default without further notice of default or demand being required. The amount due will in that case be increased by the statutory interest. Next to that, the Candidate will be obliged to pay extrajudicial collection costs of 15% of the total amount due.

6 Cancellation of an Examination Registration

- 6.1 The Candidate has the right to cancel a registration for an EXIN Anywhere Examination or an Examination held at an EXIN Examination Location by way of rescinding the Agreement without giving reasons within 14 days, starting on the day the registration for the Examination is made.
- 6.2 A Candidate who wishes to make use of this cancellation right must contact the [EXIN contact service centre](#). The Candidate can also cancel the registration on the Candidate Portal.
- 6.3 The date of cancellation in all cases is the date on which the request of cancellation is received by EXIN. The cancellation will be confirmed by e-mail or in writing as soon as possible, but no later than one week of receipt of the cancellation.
- 6.4 The cancellation right lapses (i) once the Candidate has started his EXIN Anywhere Examination session (by entering his examination code) before the period of 14 days has lapsed; or (ii) if the Candidate has already taken the Examination within that period at an EXIN Examination Location.
- 6.5 The statutory cancellation right does not apply to Examinations conducted orally or if a registration through the employer or trainer of the Candidate is concerned. The following applies to cancellation of oral Examinations:
- 6.6 the Candidate is not obliged to pay any examination fees if the cancellation is made at least fourteen days before the start of the examination week (first day = Monday);

- 6.7 the Candidate must pay the examination fees in full if the cancellation is made within fourteen days before the start of the examination week.
- 6.8 Example: in case of cancellation of an oral Examination in week 12, the examination fees must be paid in full if the cancellation is made on or after the Monday in week 10, regardless of the exact date of the Examination in week 12.

7 Refunding in case of Cancellation

- 7.1 If the Candidate cancels the registration for an Examination in conformity with the provisions under articles 6.1 through 6.5a, EXIN will refund the examination fees paid in the currency used for payment by the Candidate as soon as possible but no later than 30 days after the cancellation.
- 7.2 Any Discount Vouchers used can no longer be used after cancellation of an Examination. If the Candidate has paid for the Examination using an Examination Voucher, the voucher will be reactivated or substituted.

8 Rescheduling of Examinations

- 8.1 The Candidate can only reschedule an Examination session in so far as permitted under this article 8.
- 8.2 An Examination conducted at an EXIN Examination Location can be rescheduled to a different examination date only once. The Candidate can indicate this until one (1) hour before the start of the Examination on the Candidate Portal.
- 8.3 An EXIN Anywhere Examination can be taken at any time during the Availability Period and can therefore not be rescheduled.
- 8.4 If the Candidate is unable to take the EXIN Anywhere Examination during the Availability Period as a result of unplanned maintenance to the EXIN Systems, or if he is unable to take the Examination during that period due to force majeure, he may request EXIN to extend the Availability Period. EXIN will inform the Candidate as soon as possible whether the request is granted.
- 8.5 No costs are connected to rescheduling Examinations in conformity with the provisions under articles 8.2 and 8.4. A confirmation of the rescheduled examination will be sent by e-mail or in writing as soon as possible, but no later than one week after the rescheduling request was received.
- 8.6 It is not possible to reschedule oral Examinations to a different examination date. Oral Examinations can only be cancelled in conformity with the provisions under article 6.5.
- 8.7 Registrations for Examinations through organisations, such as trainers or employers, can only be rescheduled by these organisations.

9 Participation in EXIN Anywhere Examinations

- 9.1 An EXIN Anywhere Examination can be taken at any time during the Availability Period, but the Candidate must take into account planned maintenance to the EXIN Systems. All maintenance periods can be found on the EXIN website. EXIN does not guarantee that EXIN Anywhere Examinations and the EXIN Systems are at all times fully available without interruption.
- 9.2 The Candidate must read the [Examination Rules and Regulations](#) carefully before starting the EXIN Anywhere Examination session. Next to general examination rules and a fraud regulation, the Examination Rules and Regulations contain specific provisions on participation in online Examinations, including provisions on the environment in which the Candidate is taking the Examination, identification and rules of conduct.
- 9.3 The Candidate must observe the Examination Rules and Regulations strictly. After the EXIN Anywhere Examination is completed, EXIN will check on deviations or irregularities. Any deviation or irregularity may lead to exclusion from participation/further participation in the Examination, invalidation of the examination result and/or withdrawal of the Certificate or any other document issued, as set out in more detail in the [Examination Rules and Regulations](#). In such cases the examination fees paid will not be refunded.
- 9.4 If (i) the Candidate cannot complete the EXIN Anywhere Examination session due to a computer or internet disruption, or (ii) if there is any other failure causing interruptions in the audio or video recordings or due to which the examination results have not or have not fully been backed up, EXIN is entitled to declare the Examination work invalid. EXIN will in such case investigate the nature of the interruption and will contact the Candidate.
- 9.5 If the disruption cannot be attributed to the EXIN Systems, the Candidate must re-register for the Examination and must pay the examination fees due.
- 9.6 If the disruption can be attributed to the EXIN Systems (i) EXIN will enable the Candidate to take the EXIN Anywhere Examination again (without being obliged to pay examination fees once more), or (ii) EXIN will take any other appropriate measures.

10 Participation in Examinations at an EXIN Examination Location

- 10.1 The Candidate must read the [Examination Rules and Regulations](#) carefully before participating in an Examination at an EXIN Examination Location. Apart from provisions on fraud and other issues, the rules and regulations contain general examination rules to be observed by the Candidate, including provisions on identification and being present on time.
- 10.2 The Candidate must observe the Examination Rules and Regulations and must follow instructions by the examination supervisor closely. Any deviation or irregularity may result in exclusion from (further) participation in the Examination, nullification of the examination work, invalidation of the examination result and/or withdrawal of the Certificate or other documents

issued, as described in more detail in the Examination Rules and Regulations. In such case, examination fees already paid will not be refunded.

11 Announcement of the Result, Inspection, Appeal and Complaints

- 11.1 The result of an Examination will either be announced to the Candidate in writing or by e mail, or an e-mail will be sent to the Candidate announcing that the result is available on the Candidate Portal. No information will be provided on Examination results by phone.
- 11.2 The Candidate can, against payment of fees fixed by EXIN, request inspection of the examination papers. The Candidate has the right to appeal to the Board of Appeal against the assessment of an Examination or in other cases as defined in the [Examination Rules and Regulations](#).
- 11.3 The rules relating to announcement of the result, inspection and appeal have been specified in more detail in the Examination Rules and Regulations.
- 11.4 Complaints that are not related to the contents or the assessment of the Examination itself can be presented to EXIN orally or in writing in conformity with the provisions in the Examination Rules and Regulations.

12 Examination Materials, Confidentiality and Intellectual Property Rights

- 12.1 The Candidate must maintain strict confidentiality regarding the Examination Materials. The Candidate may not take Examination Materials or parts thereof with him, copy, photograph or reproduce these in any other way, make announcements on Examination Materials or make them available to third parties, unless the Candidate has received the written permission to do so from EXIN.
- 12.2 All rights to the Examination Materials, including copy rights and other intellectual property rights, lie exclusively with EXIN and its licensors. The Candidate may use the Examination Materials only in so far as necessary for participating in the Examination.
- 12.3 EXIN has the right to exclude the Candidate from an Examination, to deny or withdraw a Certificate, or to render an Examination invalid if there is evidence that the Candidate has acted contrary to this article 12. In case of serious irregularities, EXIN has the right to exclude a Candidate from participation in future Examinations. All sanctions are specified in more detail in the [Examination Rules and Regulations](#).

13 Personal Data

- 13.1 EXIN processes personal data of the Candidate in the context of the performance of the Agreement. EXIN's privacy policy is worked out in more detail in its [privacy statement](#).

14 Force Majeure

- 14.1 If EXIN is unable to meet its obligations towards the Candidate due to force majeure, the performance of these obligations is suspended for the duration of that force majeure. In case of force majeure, EXIN is not obliged to pay compensation.
- 14.2 Force majeure also includes power interruptions, disruptions of internet service, failures in the EXIN Systems, failures of third parties or suppliers contracted by EXIN, delays caused by the postal system, strikes and business shutdowns.
- 14.3 If the force majeure lasts thirty (30) days or longer, EXIN and the Candidate both have the right to terminate the Agreement fully or partially if justified by the force majeure situation.

15 Liability

- 15.1 If the Candidate has been unable to take an Examination, has been able to complete it in part only, or must retake an Examination resulting from an attributable failure on the part of EXIN, EXIN will enable the Candidate to retake the Examination without obliging the Candidate to pay any examination fees once more.
- 15.2 Any other liability of EXIN to the Candidate is excluded. EXIN and sub-contractors contracted by EXIN are therefore not liable for any direct or indirect damage or costs of the Candidate or third parties (also including loss of turnover and loss of profit) resulting from attributable failures in the performance of the Agreement or from any other cause.
- 15.3 If and in so far as EXIN nevertheless could be held liable to the Candidate, for whatever reason, then this liability will be limited per incident to no more than the examination fees paid by the Candidate to EXIN in respect of which that liability originated. In case a Candidate has used an Examination Voucher for payment, the liability per incident is limited to no more than the fees charged by EXIN to Candidates for the Examination at issue at the moment the liability arose. A series of connected incidents will in this context be deemed as one incident.
- 15.4 This article is not applicable in case of intent or deliberate recklessness on the part of EXIN or its management.

16 Applicable Law; Disputes

- 16.1 These General Terms and Conditions and all Agreements are exclusively governed by Dutch law.
- 16.2 To the exclusion of the Court, the Board of Appeal of EXIN is authorized to take cognizance of appeals as referred to in article 31 of the Examination Rules and Regulations.

16.3 Without prejudice to what has been provided in 16.2 of these General Terms and Conditions, all disputes between EXIN and the Candidate will be exclusively submitted to the District Court of Midden-Nederland, The Netherlands.

17 Final Clause

17.1 These General Terms and Conditions have been drawn up in the Dutch language, but have for the benefit of the Candidate been translated into English and possibly into other languages. In case of differences in content or purport, the Dutch version will prevail.

17.2 All questions or remarks relating to these General Terms and Conditions, and all requests or complaints can be sent to EXIN by using [this web form](#) or by regular mail to:

EXIN Holding B.V.
Arthur van Schendelstraat 650
3511 MJ UTRECHT
The Netherlands