Terms and conditions for Trinity College London

Translations of these terms and conditions into other languages, including Italian and Spanish, can be found here.

We are Trinity College London ("**Trinity**", "**us**", "**our**" or "**we**"), the international exam board for performing arts and English language qualifications, a registered charity with registration numbers 1014792 (England and Wales) and SC049143 (Scotland), and a private company registered in England (company number 02683033). Our registered office is at 7th Floor, 22 Upper Ground, London, SE1 9PD. We operate the websites (and their subdomains and subdirectories): https://www.trinitycollege.com/, https://www.artsaward.org.uk, https://www.trinityrock.com, https://musicbooking.trinitycollege.co.uk, https://seltbooking.trinitycollege.co.uk, https://support.trinitycollege.co.uk, https://teacher-directory.trinitycollege.com/, https://booking.trinitycollege.com, and https://my-trinity.trinitycollege.com. These websites (and all of their subdirectories and subdomains), in addition to all other websites operated by Trinity, are together the "**Platform**").

We recommend that you read these terms and conditions ("**T&Cs**") carefully before you use the Platform, Trinity Partner Platform or the Services. Unless specified otherwise in these T&Cs, by using the Services, Platform or Trinity Partner Platform, by registering an Account and/or by clicking to accept or agree to these T&Cs when this option is made available to you, you accept and agree to be bound and abide by these T&Cs or any part thereof, as applicable. Please note that if you do not accept these T&Cs then you must not use the Services, Platform or Trinity Partner Platform.

1. **How these T&Cs work**

1.1. These T&Cs are divided into 3 parts:

1.1.1 part 1: the terms of use ("**Terms of Use**"). These describe how you may access, use and interact with the Platform and any Trinity Partner Platform (as defined in clause 2.1);

1.1.2 part 2: the terms of service ("**Terms of Service**"). These set out the terms upon which you may access, use and purchase the services available via the Platform and any Trinity Partner Platform, including the:

a. Trinity account services (see clause 9);

b. exam or qualification services via https://booking.trinitycollege.com, https://my-trinity.trinitycollege.com, and https://trinity.musicgurus.com including exam or qualification services in respect of:

(i) digital grade and diploma exams ("**DGD Exams**");

(ii) face-to-face exams;

(iii) synchronous video-conference exams;

(iv) paper-based exams;

(v) ISE Digital exams ("**ISE Digital Exams**");

(vi) digital music theory exam services (for "**Digital Music Theory Exams**") via https://trinity.musicgurus.com; and

(vii) Arts Award

(together, the "**Exam Services**") (see clauses 10 to 15);

c. paper exam certification services (connected to the Exam Services) ("**P4P Services**") (see clause 16);

d. [Intentionally not used];

e. [Intentionally not used];

f. Trinity NoteLab ("**NoteLab Services**") (see clause 19);

g. SELT GESE Study App ("SELT Study App") (see clause 20);

h. our service desk, Freshdesk; and

i. any other services (including the supply of products) we may offer and provide to you from or via the Platform or Trinity Partner Platform from time to time (however, if we make known to you that separate terms and conditions apply to a particular Trinity service or product not referred to herein, those terms and conditions will govern the use of that product or service and these T&Cs shall not apply),

together referred herein as the "**Services**", and

1.1.3 part 3: the general terms ("**General Terms**"). These set out certain terms and conditions that apply equally to your use of the Platform or Trinity Partner Platform under the Terms of Use and/or Terms of Service and any orders or purchases you make through the Platform or applicable Trinity Partner Platform.

1.2. If you are:

1.2.1 an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession; or

1.2.2 a natural person, juristic person or business in South Africa with an annual turnover of ZAR 2 million or less (an "**SA Consumer**"), or

1.2.3 a natural person or corporation that acquires or uses the Services as an end user as defined in Law no. 8;078/1990, the "**Brazilian Consumer Code**" or "**CDC**" (a "**Brazil Consumer**"); or

1.2.4 a person or corporation in Australia that purchases the Services:

a. for an amount not exceeding AUD $100,000; or

b. for personal, domestic or household use or consumption

(an "**Australian Consumer**"),

then you are, in each case, acting as a "**Consumer**".

1.3. If you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business and you are a "**Business User**" (unless you are an SA Consumer, Brazil Consumer or Australian Consumer, in which case you will be defined as a Consumer for the purposes of these T&Cs).

1.4. In these T&Cs, when we refer to "**you**" or "**your**" we mean:

1.4.1 you, the person accessing or using the Platform, Trinity Partner Platform or Services; and

1.4.2 if you are a Business User (or an SA Consumer, Brazil Consumer or Australian Consumer acting in the course of business), the business on whose behalf you are acting.

1.5. If you are acting on behalf of your employer or another business when you access and use the Platform, Trinity Partner Platform or the Services, you represent and warrant that:

1.5.1 you have full legal authority to bind your employer or that business; and

1.5.2 you agree to these T&Cs on behalf of the business that you represent.

1.6. Our privacy statement (available here) sets out information about how we will use your personal information. Our cookie policy (available here) sets out how we use cookies and other similar technologies. If you, or an individual whose information you have provided to us, have any questions about our privacy statement, cookie policy or how we collect and use personal information please feel free to contact us at dpo@trinitycollege.com.

1.7. We may make additional services, features and tools available to you via the Platform or Trinity Partner Platform which are governed by additional terms and conditions. You must review these additional terms and conditions via the Platform and any Trinity Partner Platform, if applicable, before you engage with such additional services and, if you do not agree to such additional terms and conditions, you must not use such additional services.

1.8. Where you are a registered exam centre, registered exam hub or representative for Trinity, or an Arts Award centre, these T&Cs supplement the terms and conditions for registered exam centres, registered exam hubs or representatives, or Arts Award centres (as appropriate) entered into between Trinity and you ("**REC Contract**"). If there is any conflict or inconsistency between the terms of these T&Cs and the terms of the REC Contract, the terms of these T&Cs shall prevail with respect to the subject matter of these T&Cs (unless explicitly set out otherwise herein).

Where you are an exam services provider, or party to a "**Relationship Agreement**" with Trinity (being an agreement which allows various registered exam centres sharing the same brand, under a franchise or similar, to benefit from a tiered discount model based on the aggregated revenue generated by the said registered exam centres together), these T&Cs supplement the contractual terms and conditions for exam services providers ("**ESP Agreement**") or the Relationship Agreement (as the case may be). If there is any conflict or inconsistency between the terms of these T&Cs and the terms of the ESP Agreement or Relationship Agreement (as the case may be), the terms of these T&Cs shall prevail with respect to the subject matter of these T&Cs (unless explicitly set out otherwise herein).

1.9. When we issue REC Contracts (including when we update REC Contracts), we ask recipients to sign these and return them to us. If we have issued you with a REC Contract for signature, but you have not yet signed it, yet you have proceeded, in your capacity as a centre, hub or representative, to order products or services governed by these T&Cs, then both you and we agree that the most recently issued version of the REC Contract is in force as if you had signed it.

PART 1: TERMS OF USE

2. **The Platform**

2.1. Save as expressly set out in the Terms of Service (which for clarity purposes, includes clause 8.1):

2.1.1 To the extent permitted by law, we do not guarantee that the Platform (or any third party online platform which you are required to use as part of the Services (a "**Trinity Partner Platform**") as provided by one of our commercial partners (a "**Trinity Partner**")), or any content on them, will always be available or be uninterrupted.

2.1.2 Access to the Platform and any Trinity Partner Platform is permitted on a temporary basis unless and until there is an active, mutually agreed Order for such access. We and/or our licensors may suspend, withdraw, discontinue or change

all or any part of the Platform, Trinity Partner Platform or our Services for justified commercial, operational or legal reasons (including to carry out routine and emergency maintenance) or in accordance with clause 24. In the case of change, suspension, withdrawal or discontinuation, we will provide you with advance notice (unless such change, suspension, withdrawal or discontinuation must occur immediately due to safety or security risks or legal requirements).

2.1.3 To the extent permitted by law, we will not be liable to you if for any reason the Platform, or Trinity Partner Platform, is unavailable at any time or for any period nor will we be liable for any modification, suspension or discontinuance of the Platform or any Trinity Partner Platform.

2.1.4 We and/or our licensors may update the Platform and any Trinity Partner Platform and/or change the content on them where there is a valid commercial, operational or legal reason to do so.

2.2. You are responsible for making all arrangements necessary for you to have access to the Platform and any Trinity Partner Platform. You are also responsible for ensuring that all persons who access the Platform and any Trinity Partner Platform through your internet connection (or as part of your business if you are a Business User) are aware of these Terms of Use and that they comply with them.

2.3. The Platform and any Trinity Partner Platform and the content on them are provided for general information purposes only. They are not intended to amount to advice on which you should rely. The content and information contained in or made available through the Platform and any Trinity Partner Platform cannot replace or substitute for the services of qualified professionals in any field outside the specified fields of our Services as educators. Nothing contained on the Platform or any Trinity Partner Platform should be treated or construed as medical, psychological, therapeutic, or legal advice. You acknowledge and agree that you are solely responsible and accountable for your decisions, actions, and results regarding personal health, and agree that we shall not be held liable for any decisions made by you in reliance or with reference to any content or information that you access on the Platform or any Trinity Partner Platform.

2.4. **To the extent permitted under law, we do not guarantee that the Platform or any Trinity Partner Platform will be totally secure or free from bugs or viruses.** We will not, under any circumstances, be responsible for protecting your hardware, software, network or other systems from attacks, whether external or internal, or from software or other code meant to be harmful or disruptive. You are responsible for implementing sufficient anti-virus protection and other security measures when accessing the Platform or Trinity Partner Platform.

2.5. If you are a Business User, you warrant and undertake that you will comply with all applicable laws, statutes, regulations and codes from time to time in force which apply in connection with your use of the Platform, any Trinity Partner Platform and the Services.

2.6. In respect of the Platform (and any applicable Trinity Partner Platform) you agree not to:

2.6.1 use the Platform or Trinity Partner Platform for any unlawful purpose or in a way that breaches applicable law;

2.6.2 share with any third party any credential information which would allow them to access and use the Platform or Trinity Partner Platform;

2.6.3 remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights on the Platform or Trinity Partner Platform without appropriate consent;

2.6.4 use the Platform, or the Trinity Partner Platform, in any way which might infringe, violate or misappropriate our or any third party's intellectual property rights or other rights;

2.6.5 copy, or otherwise reproduce or re-sell any part of the Platform or applicable Trinity Partner Platform;

2.6.6 copy, reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to gain access to the source code of the Platform (or Trinity Partner Platform), or translate, port, modify or make derivative works of any portion of, or rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Platform or any Trinity Partner Platform in any way;

2.6.7 disparage Trinity or any Trinity Partner or their respective products or services;

2.6.8 transmit any viruses, trojans, worms, logic bombs, time-bombs or other material which is malicious or technologically harmful or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;

2.6.9 attempt to circumvent any technological or security measure implemented by us or any of our providers or any other third party (including another user) to protect the Platform or applicable Trinity Partner Platform;

2.6.10 attack the Platform or Trinity Partner Platform via a denial-of-service attack or a distributed denial-of service attack;

2.6.11 use the Platform or Trinity Partner Platform for the purposes of scraping, extracting, spidering, harvesting or otherwise obtaining any material for use within a third party website or application with the exception of User Generated Content you have created (see clause 2.10);

2.6.12 intentionally damage or disrupt the Platform or Trinity Partner Platform in any way; or

2.6.13 use the Services, Platform or Trinity Partner Platform in order to develop any products or services that compete with (or are substantially similar to) the Services, Platform or Trinity Partner Platform.

2.7. You are not permitted to use the Platform or Trinity Partner Platform if you or the country that you are resident in or incorporated in are subject to sanctions by the UK Government, including those set out at this link. You hereby agree that: (i) you are not a sanctioned person under any applicable sanctions law, nor are you owned or otherwise controlled by such person; (ii) you will comply with all applicable sanctions and export control laws; (iii) you are responsible for ensuring that the Platform or Trinity Partner Platform is used, disclosed, and/or accessed by you only in accordance with all applicable sanctions and export control laws; and (iv) you will not allow access to the Platform or Trinity Partner Platform other than in accordance with these T&Cs. You also acknowledge that we shall not be required to deliver any service, products or deliverables covered under this Agreement, or to provide access to any software covered under this Agreement, including the Platform or Trinity Partner Platform, if such export, delivery, or provision is prohibited or restricted by any law or regulation of the UK, or any other country having jurisdiction over such materials.

2.8. By breaching some of these provisions, you could be committing a criminal offence under the UK Computer Misuse Act 1990 (or other applicable laws). We may report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform or any Trinity Partner Platform will cease immediately.

2.9. If you become aware of any activity that may be in breach of these Terms of Use, then you must promptly notify Trinity using the details in clause 25.

User Generated Content

2.10. If you supply or upload any content to the Platform or a Trinity Partner Platform, whether it be pictures, videos, text, sound recordings or other content ("**User Generated Content**"), it must comply with the following rules:

2.10.1 it must not be obscene, indecent, abusive, offensive, threatening or racist and it must not promote or propose suicide, self-harm, hatred or physical harm against anyone;

2.10.2 it must not harass or bully another person;

2.10.3 it must be true and honest so far as you know;

2.10.4 it must not: (i) constitute pornography; or (ii) be sexual or sexually suggestive involving minors;

2.10.5 it must not be libellous or defamatory of anyone;

2.10.6 it must not be unlawful;

2.10.7 it must not use the material or content or infringe or violate the rights or privacy of anyone else; for example you should not use images of well-known characters, footage or music (unless it is your own or you have permission to use it);

2.10.8 it must not contain someone else's personal information unless you have appropriate authorisations and are acting in compliance with these T&Cs or any confidential information relating to other people unless you have appropriate consent;

2.10.9 it must not promote discrimination, whether based on ethnicity, race, sex, religion, nationality, disability, sexual orientation, age or any other protected characteristic or ground;

2.10.10 it must not promote or condone terrorism, violence or other illegal behaviour;

2.10.11 it must not be harmful to minors in any way;

2.10.12 it must not impersonate any person, or misrepresent your identity or affiliation with any person;

2.10.13 it must not give the impression that it emanates from or is endorsed by us or a Trinity Partner, if this is not the case;

2.10.14 it must not include advertisements;

2.10.15 if you are resident in or incorporated in India, it must not threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign

states or public order, or cause incitement to the commission of any cognisable offence in India, or prevent investigation of any offence in India, or is insulting of another nation;

2.10.16 if you are resident in or incorporated in the UAE, it must not threaten national unity, foreign relations, public morals, national currency or the economic status of the UAE or insult any recognised religion;

2.10.17 if you are resident in or incorporated in Malaysia, it must not be seditious or have seditious tendencies within the meaning of the Sedition Act 1948;

2.10.18 if you are resident in or incorporated in Singapore, it must not advocate conduct that results in a public health risk in Singapore, or is likely to cause racial and religious disharmony in Singapore; and

2.10.19 it must not breach these T&Cs.

2.11. We, and our Trinity Partners, reserve the right to refuse, remove or delete any User Generated Content supplied by any person that we believe contravenes these T&Cs or applicable laws. If you believe that Trinity has taken down your User Generated Content or restricted access to it in breach of these T&Cs, or if you believe that Trinity has suspended or banned you from using a service to upload User Generated Content in breach of these T&Cs then you have the right to bring a claim for breach of contract. If you become aware of any User Generated Content that breaches clause 2.10, please contact us using the details set out in clause 25, providing your full name and address, along with details of: (i) the date on which it was posted and where it can be found on the Platform or Trinity Partner Platform (as applicable); (ii) the username of the person who posted it; (iii) reasons why the content should be deleted; and (vi) copies of any communication with the person who posted it (if any).

2.12. In addition, we may from time to time provide interactive services on the Platform or Trinity Partner Platform that shall enable you to upload User Generated Content, including, without limitation:

2.12.1 comment facilities;

2.12.2 chat rooms; and/or

2.12.3 bulletin boards,

(together "**Interactive Services**").

2.13. Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, to the extent permitted by law, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

2.14. Our Interactive Services are intended to be used by individuals who are 18 years of age or over only. The use of any of our Interactive Services by a minor (as defined under law in your country of residence) is subject to the permission of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them. By using an Interactive Service, you confirm that you are: (i) 18 years of age or over; or (ii) are a parent or guardian entering into this Agreement on behalf of an individual who is under 18 who will be using the Interactive Service, and will, at all times, provide true, accurate, current, and complete information (which you have all necessary rights, permission(s), prior express

consent, or authority to provide) when submitting information through the Interactive Service.

3. **Intellectual Property**

3.1. You acknowledge and agree that Trinity and its licensors own and retain all intellectual property rights in and to the Platform (and any applicable Trinity Partner Platform), the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on the Platform and applicable Trinity Partner Platform. These works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

3.2. Except as expressly provided in these T&Cs, these T&Cs do not grant you any rights to, under or in, any intellectual property rights or other rights or licences in respect of the Platform or appliable Trinity Partner Platform, and the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on Platform and applicable Trinity Partner Platform.

3.3. You acknowledge and agree that no part of the Platform or applicable Trinity Partner Platform including, without limitation, the text, designs, graphics, photographs and images contained therein, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any purpose without our (or the applicable Trinity Partner's) prior written consent.

3.4. Any communications or materials you send to us through the Platform or applicable Trinity Partner Platform by will be treated as non-proprietary and non-confidential (other than communications in respect of using the Platform or Trinity Partner Platform to purchase products or services) and to the extent permissible under applicable law, you hereby irrevocably waive, and agree to waive, any and all author's, all moral or special rights in this regard. Without derogating from the foregoing and to the maximum extent permitted under applicable law, you hereby grant to Trinity a perpetual, paid-up, royalty-free, worldwide, transferable, assignable and sublicensable licence to copy, modify, publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material, and any rights therein (including, without limitation, intellectual property rights), for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products and services.

PART 2: TERMS OF SERVICE

4. **Order processes for Services**

4.1. If you wish to book or order a Service, which includes bookings or orders for products (an "**Order**"), you may need to register an Account with us first (see clause 9), and then you will need to follow the relevant procedure set out on the Platform (or applicable Trinity Partner Platform) to submit your Order. You must be at least 18 years old to place an Order. The relevant order process will allow you to check and amend any errors before submitting your Order. Please check your Order carefully before confirming it, as once your Order is submitted we will begin processing it immediately. You are responsible for ensuring that your Order is complete and accurate. All Order processes are available in English, and, where indicated on the Platform in relation to the relevant Service, in Italian or Spanish and we will not file a copy of any Contract formed between you and us.

4.2. Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (including, for products, the delivery period) ("**Confirmation Email**"). These T&Cs will become binding on you at the point we send confirmation of your Order to you via email and will be incorporated

into a contract between you and us in relation to such Order ("**Contract**"). For clarification purposes, the T&Cs which bind such Order under Contract will be the T&Cs that we presented to you during the Order process, immediately prior to you submitting your Order.

4.3. The term of the Contract commences as of the date of our acceptance and confirmation set forth above, and continues for the period(s) specified in the Order, unless earlier terminated in accordance with the provisions of these T&Cs. Where the Order does not specify a term limit, the term of these T&Cs commences at the moment of your first access and/or login to the Platform, and continues for as long as you use and access to the Platform, so that these T&Cs apply to all periods in which you use and access to the Platform.

4.4. **In respect of any Orders for Services which require the use of a Trinity Partner Platform, Trinity makes no representations, warranties or guarantees (whether express or implied) in relation to, and is not liable to the extent permitted by law for, any act or failure to act by a Trinity Partner and the functioning of the applicable Trinity Partner Platform. Save as set out in clause 23, we assume no responsibility, and are not liable to the extent permitted by law, for any damages resulting from any spyware or viruses, worms, logic bombs, time-bombs, keystroke loggers, cancelbots, trojans or anything else which is malicious or technologically harmful or that may infect computer equipment or other property resulting from the relevant user's access to, use of, or downloading of any materials, data, text, images, video, or audio from the Trinity Partner Platform.**

4.5. Further, in respect of any Orders which require the use of a Trinity Partner Platform, you must comply with the applicable terms and conditions of the relevant Trinity Partner. We will make those terms known to you via the relevant clauses in these T&Cs.

Jurisdictional scope of our Services

4.6. **Each of our Services are only available in the jurisdictions as specifically set out on the Platform or Trinity Partner Platform (each a "Permitted Territory"). Please check the Platform or Trinity Partner Platform carefully to ensure you are eligible to purchase and use a certain Service based on where you are located. By using our Services, you confirm, warrant and represent to us that you are located in a Permitted Territory in respect of the Service you are using. If you are not located in a Permitted Territory for that Service, you must immediately discontinue use of the Service.**

5. **Delivery**

5.1. If your Order is for a product:

5.1.1 The costs of delivery will be as displayed to you on the Platform or Trinity Partner Platform. We will agree a delivery period with you during the Order process, and will confirm such delivery period in the Confirmation Email. If our supply of the product is delayed by an event outside our control, then we will contact you as soon as possible and we will take commercially reasonable steps to minimise the effect of the delay.

5.1.2 If no one is available at the address to take delivery of the product, we will leave a note informing you of how to rearrange delivery or collect the product from a local depot. A product will be your responsibility from the time we deliver the product to the address provided. You own the product once we have received payment in full.

6. **Fees and payment**

6.1. Unless stated otherwise in these Terms of Service or your REC Contract, ESP Agreement or Relationship Agreement (as applicable), the prices for the Services are set out on the Platform (or Trinity Partner Platform), or they will be provided to you via an email from Trinity (the "**Fees**"). Unless stated otherwise in these Terms of Service, on the Platform or in your REC Contract, ESP Agreement or Relationship Agreement (as applicable), the Fees are inclusive of VAT and all other applicable taxes. If we cannot reasonably calculate the applicable taxes in advance, we will make that clear to you on the Platform or applicable Trinity Partner Platform and state the manner in which those taxes will be calculated.

6.2. Fees may be subject to change from time to time, however our Fee changes will not affect Orders for which a Contract already exists, unless you are a Business User wishing to renew or extend an existing fixed term Contract. In this scenario, the Fees may change upon renewal or extension.

6.3. Unless we agree otherwise, you shall pay the Fees using one of the payment methods set out in the Order process (the "**Payment Methods**"). You confirm that the card or bank account which is being used is yours, or that you have the authorisation of the account holder to use it. **If you use a Payment Method which you are not authorised to use, you will be liable to us for any losses that we suffer as a result of your use of that Payment Method.** When you submit payment information via the Platform or a Trinity Partner Platform, you authorise us (and our third-party payment service providers, as applicable, subject to the third-party payment service providers' terms and conditions) to use such Payment Method for purposes of handling and processing your payment, as well as any other payment related features or functionality selected by you in the Platform or Trinity Partner Platform. In addition, you acknowledge and agree that we may collect, store, transmit, and process certain aggregated, anonymised statistics regarding the payments and other transactions conducted via the Platform or Trinity Partner Platform. If you are resident in or incorporated in a country in which data protection legislation requires such consent, you expressly consent to our collection and use of such data for any lawful purpose as described in our privacy statement, to the extent required by applicable law.

6.4. In certain transactions, the Payment Method will be facilitated by Trinity Partner, Verifone Payments B.V. ("**Verifone/2Checkout**"), in its capacity as our 'merchant of record'/'MOR'. In these cases, your payment and associated activities are subject to the terms of use on Verifone/2Checkout's website (the "**Verifone MOR Terms**"). These associated activities include: collecting any VAT or sales taxes, ensuring payments are sent for processing in accordance with Payment Card Industry (PCI) compliance, and managing all payment-related aspects of the transaction; and are set out in the Verifone MOR Terms. Whilst Verifone/2Checkout is our 'merchant of record' in such contexts and may appear on your financial statement alongside our name, our T&Cs nevertheless govern all other elements of the transaction (except where specified otherwise) as set out in more detail in clause 1 above. We draw your attention in particular to the Verifone MOR Term which states that your Order for and use of Services are subject to the relevant agreement between you and us (which may include these T&Cs). The Verifone MOR Terms are between you and the Verifone entity set out in the Verifone MOR Terms. Our T&Cs are between you and us.

6.5. This clause 6.5 applies to you if you are resident in or incorporated in India. We may use third-party payment aggregators ("**Payment Aggregators**") to facilitate payments via the Platform or Trinity Partner Platform. The processing of payments will be subject to the terms and policies of any such Payment Aggregators in addition to these Terms of Service. We shall not be liable for any error by the Payment Aggregator. In the event of any unsuccessful payments, the money debited shall be credited back to the source account in accordance with the terms of the Payment Aggregator.

6.6. If you pay for the Services using a credit or debit card, you may also incur credit card or other transaction charges which, if applicable, are as quoted on our Platform or Trinity Partner Platform as part of the Order process, and may change from time to time. In accordance with our privacy statement we may disclose your personal details to our banking suppliers so that they may process your payment in a secure online environment. Trinity does not itself store or use card information.

6.7. Unless we agree otherwise, or Trinity indicates that it will send you an invoice for payment, the relevant Fee must be paid in full by credit or debit card at the time of submitting your Order.

6.8. If you pay for the Services using a credit or debit card, and if your credit or debit card is declined, you will be notified of this on screen and your Order will not be processed. You will be responsible for completing and submitting a new Order using a valid form of payment.

6.9. If you pay for the Services using a credit or debit card, you should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason.

7. **Cancellation rights**

7.1. If you are a Consumer purchasing Exam Services (not including Arts Award), your cancellation rights are set out in our Refunds Policy, which supplements these T&C. **By placing an Order, you are requesting that we start delivering the Exam Services during the Cooling Off Period and agreeing that, after a certain point in the delivery of the services, you will no longer have a right to a refund**. See our Refunds Policy for more information.

"**Cooling Off Period**" means: in the context of a service, 14 days after the day on which we send you the Confirmation Email (so, if Trinity sends you the Confirmation Email on 1 January, the Cooling Off Period ends at the end of 15 January); and in the context of a product, 14 days after the day on which you acquire, or a third party indicated by you other than the carrier acquires, physical possession of the product.

7.2. If you are a Consumer purchasing Services which are not Exam Services, and you wish to access the Services under the Contract during the Cooling Off Period, you may do so, but you expressly agree that we may begin to supply the Services to you during the Cooling Off Period and you acknowledge that, once the Contract has been fully performed, your right to cancel the Contract will be lost and you will not be entitled to any refund. If you are entitled to a refund, we will only reimburse you for any portion of the Services not performed prior to your notifying us of your intention to cancel.

7.3. If you are a Business Customer purchasing Services, including Exam Services, please note: **Trinity does not provide Business Customers with a Cooling Off Period, and does not offer refunds to Business Customers**. See our Refunds Policy for more information, in respect of Exam Services.

7.4. Cancellation provisions for Orders for the Skill Up! App are set out in clause 18.7.

7.5. Cancellation provisions for Orders for Arts Award qualifications are set out in clause 11.20.

7.6. **Please note that the right to change your mind does not apply to any bespoke products you purchase from us (i.e. products that we create to your specification or are clearly personalised)**.

7.7. To exercise your right to cancel, you must inform us of your decision to cancel a Contract by making a clear statement. You may do this by emailing us at support@trinitycollege.com if you are located in the UK or, if you are located outside of the UK, by filling in the 'Contact us'

form for 'Other enquiries' available at https://www.trinitycollege.com/contact, forwarding on your Confirmation Email and informing us of your decision to cancel the Contract. You may use the below model cancellation form but you are not required to do so:

Model Cancellation Form

To Trinity College London, 7th Floor, 22 Upper Ground, London, SE1 9PD, United Kingdom,

I/We(*) hereby give notice that I/We(*) cancel my/our contract for the provision of the following service*,

Ordered on(*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer (only if this form is notified on paper)

Date

(*) Please delete if not applicable

7.8. We will send you an acknowledgement of receipt of your notice to cancel by email.

7.9. Where a refund is due for an Order for Services, we will reimburse you without undue delay, and not later than fourteen (14) days after the day on which you requested to cancel the Contract, unless a different timeframe is required under applicable law.

7.10. If you cancel a Contract for a product with us:

7.10.1 we will reimburse you all payments received from you, including the cost of delivery except for:

(a.) the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us; and

(b.) deductions we may make from your reimbursement to reflect any loss in value of the products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the products resulting from the unfair and/or unreasonable wear and tear of the products other than what is necessary to establish the nature, characteristics and functioning of the products. We may make a deduction from any reimbursement for such loss in value of any products we supply.

7.10.2 Unless a different timeframe is required under applicable law, we will reimburse you without undue delay, and not later than:

(a.) 14 days after the day we receive back from you any products supplied;

(b.) (if earlier) 14 days after the day you provide evidence that you have returned the products; or

(c.) if there were no products supplied, 14 days after the day on which we are informed about your decision to cancel the Contract.

7.10.3 We may withhold reimbursement until we have received the products back or

you have supplied evidence of having sent back the products, whichever is the earliest.

7.11. We will make any reimbursement under this clause 7 using the same means of payment as you used for the initial transaction; you will not incur any fees as a result of the reimbursement.

7.12. Nothing in this clause 7 affects your statutory rights as a Consumer.

8. **Warranties**

8.1. If you are a Consumer, then we are under a legal duty to provide you with products or Services (as applicable):

8.1.1 that are in conformity with the applicable Contract;

8.1.2 in accordance with applicable law;

8.1.3 for Services, with reasonable care and skill; and

8.1.4 with all other applicable statutory warranties.

8.2. If you are a Business User, then to the extent permitted by law, the Services (including the provision of any products), Platform and applicable Trinity Partner Platform are provided "as is" and we disclaim all other conditions, warranties, representations, undertakings or other terms which might have effect between you and us with respect to the Services, the Platform or Trinity Partner Platform or be implied or incorporated into these T&Cs (or any Contract), whether by statute, common law, trade, custom, practice, course of dealing or otherwise, including any implied conditions, warranties, undertakings or other terms relating to satisfactory quality, reasonable skill and care, fitness for any particular purpose, ability to achieve a particular result. We do not warrant anything in relation to systems that do not make up the Platform or Trinity Partner Platform or the connection to those systems.

8.3. We and/or our licensors may provide links on our Platform and the Trinity Partner Platforms to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that third party products you purchase from those third party sellers will be of satisfactory quality, and any such warranties are, to the extent permitted by law, disclaimed by us absolutely. We may disclose your personal information related to that transaction to the third party in accordance with our privacy statement so that they may process your order accordingly. Where you buy any product from a third party seller whose website is linked to our Platform or Trinity Partner Platform that seller's individual liability will be set out in their terms and conditions.

9. **Trinity Accounts services**

9.1. You will need to open an account with Trinity in order to access certain Services on the Platform or Trinity Partner Platform (an "**Account**"). Accounts are available to Consumers and Business Users. You must be 18 years or older in order to open an Account. When you follow the prompts to sign-up for an Account you must enter a set of unique log-in credentials (email address and password) (the "**Credentials**"). You will then be sent an email from Trinity and/or its service provider with instructions to follow in order to confirm your email address and verify the setting up of the Account. You must treat such Credentials as confidential and you must not disclose them to any third party. Once you register an Account, you will be a "**Registered User**".

9.2. You are responsible for all activities that are carried out under your Credentials (including any unauthorised use of your Account). We do not usually ask for proof of identity to be

provided where a person opens or uses an Account and will not be liable where your Credentials are used by someone else.

9.3. You agree that:

9.3.1 all the information that you provide to us in connection with your Account is correct, complete and accurate;

9.3.2 you are the person whose details you have provided; and

9.3.3 you will notify us immediately if there are any changes to the information you have provided to us.

9.4. If you know or suspect that anyone other than you knows your Account login details, you must immediately notify us using the details in clause 25.

9.5. The information, including personal information, that you provide when accessing or purchasing certain products or services from Trinity, its subsidiaries or Trinity Partners will be added to your Account in accordance with the terms and conditions for such products or services. You can view and update the information that you provide to us and that is saved to your Account by accessing your Account.

9.6. You can choose to pause or delete your Account at any time. Pausing or deleting your Account in relation to a particular product or service may not necessarily pause or delete your account with Trinity in relation to other services offered by Trinity, its subsidiaries or Trinity Partners. If you wish to pause or delete your Account then send an email to support@trinitycollege.com if you are located in the UK or, if you are located outside of the UK by filling in the 'Contact us' form for 'Other enquiries' available at https://www.trinitycollege.com/contact requesting Trinity to pause or delete your Account. You must only register for one Account with Trinity, as registering for multiple Accounts is not allowed. Sharing Accounts with another person is also not allowed.

9.7. To the extent permitted under law, Trinity retains the right to disable your Credentials and/or terminate your access to the Account at any time and without liability. In particular, but without limiting the sentence just before this one, we have the right to disable your Credentials and/or terminate your access to the Account at any time, if in our reasonable opinion you have failed to comply with these T&Cs or the provisions of the terms and conditions of any product or service accessed, used or purchased using the Account (including the terms of an applicable Trinity Partner Platform). In the event of such a failure to comply, your right to use the Account will cease immediately. If you are a UAE resident or incorporation, you agree that any exercise of such termination rights shall be deemed to be exercised within the meaning of mutual consent, as contemplated by Article 267 of Federal Law No. 5 of 1985 of the UAE Civil Transactions Law. Termination will be exercisable without the need for a court order.

Trinity Account services and data protection

9.8. In relation to the Account, we are the data controller and will collect and use in accordance with our privacy statement: (i) your personal information, and (ii) the personal information of other individuals that you are required to provide us with in relation to a relevant product or service, including your or their name, contact information and any other details that you provide. We will primarily use this personal information in order to enable you to open and manage the Account or to purchase, access or benefit from a product or service of Trinity or its subsidiaries. We may share your personal information with our subsidiaries and other third parties where you purchase, access or benefit from a product or service of our subsidiaries. More information about how we process personal information, who we share

it with and your rights, can be found in our privacy statement. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws (including, where required, by obtaining their consent (or in the case of individuals under 18 years of age, the consent of their parent or legal guardian) to provide us with their personal information for use in relation to the Account and in accordance with our privacy statement), (ii) agree to inform such individual (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention.

10. **Exam Services**

10.1. The Exam Services are available to Consumers and Business Users (except for certain Exam Services which, at present, can only be booked by Business Users who are registered exam centres, registered exam hubs or exam services providers with Trinity or Arts Award centres validated by Trinity). When we refer to the "**Applicant**", we mean you, the person placing an Order for an exam via https://booking.trinitycollege.com, https://my-trinity.trinitycollege.com/ , or https://trinity.musicgurus.com (for Digital Music Theory Exams) or placing the Arts Award Order on https://booking.trinitycollege.com (each, in relation to the relevant exam type, the "**My Trinity Website**").

10.2. The person who takes the exam and, in the case of DGD Exams, whose exam performance video is uploaded onto the submission platform is the exam candidate, or, for the purposes of Arts Award only, the young person taking part in Arts Award and working towards an Arts Award Qualification, is the candidate (the "**Candidate**"). The person responsible for submitting the exam performance video for DGD Exams on behalf of the Candidate, or where moderation of an Arts Award assessment is required, the person responsible for submitting the evidence collected for this Arts Award assessment, is the submitter (the "**Submitter**"). Except for the Arts Award qualification, if the Candidate is 18 years of age or older, they may also be the Submitter and/or the Applicant.

10.3. By placing an Order for an exam or qualification, you agree to be legally bound by and to comply with:

10.3.1 these T&Cs; and

10.3.2 our exam rules and regulations for DGD Exams (where your Order relates to a DGD Exam);

10.3.3 our exam rules and regulations for ISE Digital Exams (where your Order relates to an ISE Digital exam);

10.3.4 our exam rules and regulations for Digital Music Theory Exams (where your Order relates to a Digital Music Theory Exam); or

10.3.5 the provisions in the Arts Award adviser toolkit and the Arts Award Centre Best Practice Guidebook (where your Order relates to an Arts Award qualification),

each as published from time to time. When place an Order for an exam or qualification, Trinity's policies and certain other terms may also apply, e.g:

10.3.6 our privacy statement applies when we process personal information,

10.3.7 our terms for submission of exam videos that apply to the Submitter (in the case of DGD Exams),

10.3.8 the terms of use of the exam delivery platform that apply to the Applicant and/or the Candidate when accessing the exam delivery platform (in the case of ISE Digital Exams); and

10.3.9 the terms of use of the moderation/proctoring service or secure web browser that apply to the Applicant and/or the Candidate (in the case of ISE Digital Exams),

(the "**Additional Terms**"). Where you are not also the Candidate and/or the Submitter, you agree to: (1) bring these T&Cs and the relevant Additional Terms to the attention of the Submitter (as relevant), and the Candidate or, where the Candidate is under 18 years of age, such Candidate's parent or legal guardian; and (2) to ensure that the Candidate and/or the Submitter (as relevant) also comply with them where relevant.

10.4. It is strictly prohibited to sell, re-sell or otherwards onwardly distribute any of our exams, qualifications or exam-related or qualification-related materials to any person, unless otherwise explicitly provided under your REC Contract, ESP Agreement, Teacher T&Cs or other re-seller contract (if applicable).

10.5. It is also strictly prohibited for a Business User (or an SA Consumer, Brazil Consumer or Australian Consumer acting in the course of business) to place an Order for an Exam Service whilst acting in their capacity as a teacher, tutor, trainer or other educator ("**Third Party Educator**") unless such Third Party Educator has entered into a legally binding REC Contract (or similar contract) with Trinity, or clicked to accept our Teacher T&Cs. Where a Third Party Educator places an Order for an Exam Service on behalf of a Candidate, and has not entered into such a contract/clicked to accept our Teacher T&Cs, the contracting party for the purposes of contract formation shall be the Candidate (or, where the Candidate is under 18 years of age, such Candidate's parent or legal guardian). The Third Party Educator may only place such an Order on the Candidate's behalf where they have the legal authority of the Candidate (or the parent or legal guardian where the Candidate is under 18) to do so.

11. **Exam Services - booking an exam**

11.1. Consumer exam bookings: If you are placing an Order as a Consumer, then you, as the Consumer, will be the contracting party for the purposes of contract formation. For anyone who is under 18 years of age, their parent or legal guardian (or a person acting with their parent or legal guardian's consent) must book the exam on their behalf and such parent or legal guardian (or person acting with their parent or legal guardian's consent) will be the Applicant and the contracting party for the purposes of contract formation.

11.2. Business User exam bookings: Where you are a Business User or an SA Consumer, Brazil Consumer or Australian Consumer acting in the course of business, the relevant business for which you work will be the contracting party for the purposes of contract formation.

11.3. Process for all exam bookings (Consumers and Business Users): In order to place an Order for an exam or qualification, you (the Applicant) must:

11.3.1 be aged 18 years or older (whether acting as a Consumer or Business User); and

11.3.2 open an Account (see clause 9) prior to your first exam booking.

11.4. In order to book the exam or qualification, you must fill in the application form (the "**Exam Form**") and follow the process as set out on the My Trinity Website.

11.5. **Where a closing date is specified in the exam booking form, your booking will be secured once we have confirmed that the exam may go ahead and you have paid in full all of the applicable fees due to us prior to the exam closing date and (unless agreed with us in advance or required under tax law) without any set-off, counter-claim, deduction or**

withholding save where Trinity offers you a discount. Trinity retains the right to cancel the exam where payment in full for the exam has not been received by Trinity before the closing date. In this case you will have no right to a refund.

11.6. Where you are placing an Order for an exam via the My Trinity Website for the first time, you will be prompted to set up an Account (see clause 9). Where a Candidate is under 18 years of age, where indicated in the Exam Form, you should provide the email address of the parent or legal guardian for such Candidate.

11.7. In relation to exams where the Candidate reviews the booking, once you have submitted the booking for the Candidate's review, the Candidate, or the Candidate's designated parent or legal guardian, will receive an email from Trinity prompting the Candidate, or the Candidate's designated parent or legal guardian, to access the My Trinity Website to confirm their details and your enrolment of the Candidate for the relevant exam. The Candidate, or the Candidate's designated parent or legal guardian, must create an Account (if they do not already one), after which the Candidate will be presented with their details for confirmation and may be asked for additional information. The Candidate should carefully check their details as their name will appear in their certificate exactly as written and their email address (or, where the Candidate is under 18 years of age, their parent or legal guardians' email address) will be intrinsically linked to the digital certificate that will be provided to the Candidate if they successfully pass their exam. Once the Candidate confirms their details and enrolment for the exam, you will be prompted to submit the exam Order via the My Trinity Website and follow the Order process in order to successfully book the exam.

11.8. You are responsible for and must ensure that the details you provide in the Exam Form are accurate, complete and up-to-date. The Candidate will only be able to take the exam or be conferred the qualification that you have placed the Order for. Once the Exam Order is confirmed, you cannot change the type of exam or qualification booked at a later date via the My Trinity Website and will need to submit a new Exam Form and make a new Order if a change in the type of exam or qualification is required. You are also responsible for informing us of any changes to the information provided. You should also ensure that you have the consent of the Submitter and the Candidate(s), or where a Candidate is under 18 years of age, such Candidate's parent or legal guardian, to enter their information into the Exam Form and submit the Exam Form on their behalf.

11.9. In accordance with the Order process set out at clause 4, following a successful booking of an exam or qualification, you will receive your Confirmation Email at the email address that you have provided in the Exam Form (in the case of certain exams, the Confirmation Email may be sent via Trinity Partner, Verifone (see clause 6.4)). A legally binding contract between us will only be formed when we send you this Confirmation Email and each Confirmation Email will incorporate these T&Cs into the Contract. The Contract will relate only to those exam or qualification entries that we have confirmed in the Confirmation Email. We will not be obliged to arrange any other exams or qualifications for you. Where the Submitter and Candidate are not the Applicant, the Applicant shall procure that the Submitter and Candidate comply with the terms and conditions of the applicable Contract.

11.10. In relation to UK DGD Exams, where you have entered in a referral code in the Exam Form, Trinity will also send you an email with details of how to claim the free Trinity publication e-book.

11.11. If payment of the Fee for the exam or qualification is not made in the currency specified for the country where the Candidate intends to take the exam or has participated in the

qualification, then your Exam Form will not be processed and your payment will be rejected and/or returned.

11.12. In the case of DGD Exams, once we have sent you the Confirmation Email and, if applicable, the email in relation to the referral code and the e-book, all subsequent communications in relation to the exam will be sent to the designated Submitter and the Candidate (or, where the Candidate is under 18 years of age, the Candidate's parent or legal guardian).

11.13. Trinity retains the right to amend or cancel an exam or qualification at any time for legal, operational or commercial reasons. If we cancel for such reasons, we will refund the full Entry Fee that you have paid in relation to such exam, qualification or Contract and will process the refund due to you.

11.14. Clause 7 above (Cancellation Rights) sets out your rights in respect of Exam Services where you cancel the Contract.

Arts Award

11.15. Clauses 11.16 to 11.20 apply to Arts Award only.

11.16. Arts Award is managed by Trinity in association with Arts Council England and is available in England, Scotland, Wales and Northern Ireland. Arts Award is not available in the Channel Islands, Isle of Man, Republic of Ireland or internationally.

11.17. Arts Award centres may enter Candidates for Arts Award qualifications by providing their details (and marks for Explore/Bronze/Silver/Gold levels) only when they have fully assessed all arts logs/portfolios against the adviser toolkit criteria. We will not accept enrolments for a Candidate you are unable to provide all the required information for, or whose portfolio is assessed by an Arts Award adviser ("**Adviser**") who is not linked to your centre or trained at the respective Arts Award level at the point of enrolment. Candidates must be 25 years old or younger for Arts Award Discover and Explore qualifications, or 11 years to 25 years old for Arts Award Bronze, Silver and Gold qualifications. For entries outside these age limits, see our special dispensation guidance. Further requirements in relation to specific Arts Award qualifications includes:

11.17.1 Arts Award Discover is not a regulated qualification, meaning the Adviser's assessment is final and no moderation is required to validate the Adviser's assessment. Once you have completed your delivery, you may, by making the relevant qualification Order on the My Trinity Website, enter for Arts Award Discover only those Candidates that have been assessed by the Adviser as meeting the criteria for the level. Further information in relation to Arts Award Discover is available here. For support with your Order relating to the Arts Award Discover qualification contact us at DiscoverOrders@trinitycollege.com;

11.17.2 Arts Award Explore and Bronze/Silver/Gold Arts Award are regulated qualifications and can be subject to moderation (for further details see clause 12). Once you have completed your Arts Award delivery for Explore/Bronze/Silver/Gold, and all portfolios are complete and have been assessed by the Adviser(s), you may enter candidates for the respective levels by providing their details and marks through the Order process on the My Trinity Website. Further information on this process is available here. For support with your Order relating to Arts Award Explore and Bronze/Silver/Gold Arts Award qualifications, contact us at ArtsAwardOrders@trinitycollege.co.uk.

11.18. Discounts may be available where 25 or more individuals are entered together as part of the same Order in relation to the same session and where these are available the discount will be automatically applied to your Order.

11.19. If you have any questions, concerns or comments, or require support concerning Arts Award's products, services or facilities, please refer to artsaward.org.uk/helpcentre, or contact the Arts Award helpdesk at +44 (0)20 7820 6178, support@trinitycollege.com or Trinity College London, 7th Floor, 22 Upper Ground, London, SE1 9PD.

11.20. For clarity, the cancellation rights referred to under clause 7 have not been extended to Business Users, SA Consumers, Brazil Consumers or Australian Consumers in connection with Arts Award. To the maximum extent permitted under applicable law:

11.20.1 ALL ORDERS FOR ARTS AWARD QUALIFICATIONS ARE FINAL AND NON-REFUNDABLE; and

11.20.2 you cannot cancel an Order for an Arts Award qualification for a refund or reimbursement from us.

11.21 Once an Order is placed, it cannot be amended. If you have entered a candidate in error, or entered them at the incorrect level, or provided any incorrect marks, you must notify us immediately in writing with full details of all information provided in error at the following email address: (a) DiscoverOrder@trinitycollege.co.uk (for Discover level only); or (b) ArtsAwardOrders@trinitycollege.co.uk (for Explore/Bronze/Silver/Gold levels). We will mark the relevant candidate as 'absent' on our system but there will be no amendment to the invoiced fee in respect of such an 'absent' candidate. You may re-enter the affected candidate for the qualification and provide their accurate information by submitting a new booking on the My Trinity Website.

12. **Exam Services – recording and submission (for DGD Exams), onboarding and accessing the ISE Digital Exam (for ISE Digital Exams) and moderation referrals (for Arts Award)**

DGD Exams

12.1. Clauses 12.2 to 12.8 apply in relation to DGD Exams only.

12.2. The Candidate is the individual who takes the exam and whose exam performance video (the "**Exam Video**") is uploaded into the submission platform. You must ensure that the Candidate records their Exam Video in accordance with our relevant rules and regulations and guidance.

12.3. Once the Candidate has recorded their Exam Video, you must ensure that the Submitter submits the Exam Video to Trinity via the submission platform in accordance with the process set out in our relevant rules and regulations and within a period of 4 weeks from the date of the Confirmation Email. You must ensure that the Submitter is 18 years of age or older, and where the Candidate is under 18 years of age, the Submitter should be the Candidate's parent or legal guardian or a person acting with the Candidate's parent's or legal guardian's consent. The Submitter's credentials will be used to create an account in the submission platform and all communication relating to the exam submission, including the Candidate's exam report, will be made available to the Submitter and the Candidate (or, where the Candidate is under 18 years of age, the Candidate's parent or legal guardian). Please read Trinity's terms for submission of Exam Videos which are incorporated herein by reference. These will also be made available to the Submitter when the Submitter submits the Exam Video to Trinity via the submission platform, and by submitting the Exam Video, the Submitter agrees to comply with such terms.

12.4. Exam Videos should be submitted via the My Trinity Website in accordance with the process set out in our relevant rules and regulations.

12.5. You are responsible for ensuring that the Exam Video the Submitter submits meets any specifications for Exam Videos and their submission as published by Trinity from time to time. Where the Submitter submits the Exam Video on behalf of a Candidate, the Submitter should ensure that they have the Candidate's or, where the Candidate is under 18 years of age, the Candidate's parent's/guardian's consent to do so. Once the Exam Video has been submitted for marking no changes can be made to it, and any issues may delay the exam result.

12.6. You are also responsible for the content of the Exam Video. You must ensure that the Submitter does not submit an Exam Video that breaches these T&Cs (including the User Generated Content clauses in the Terms of Use which, for the avoidance of doubt, will apply to the Exam Video).

12.7. You are also responsible for ensuring that the Submitter maintains the security of the account and password opened with Trinity on the My Trinity Website. Save as set out in clause 23, we are not liable for any loss or damage resulting from the Submitter sharing or otherwise making known to others their credentials for accessing such account. The Submitter is liable for all actions taken through the use of their account and/or password. You must notify us immediately if you or the Submitter suspect any unauthorised use of this account or access to the password.

12.8. You must not, and must ensure that the Submitter does not, misrepresent the identity or age of the Submitter or the Candidate or conduct fraudulent activities on or through the submission platform.

ISE Digital Exams

12.9. Clauses 12.10 to 12.17 apply in relation to Business-User Orders for ISE Digital Exams only.

12.10. You will carry out all the onboarding steps and equipment checks in accordance with Trinity's instructions and guidance in relation to ISE Digital Exams (the "**ISE Digital Guidance**"). You will also ensure that the Candidate carries out all the onboarding steps and preparation for the exam in accordance with the ISE Digital Guidance. Trinity shall bear no responsibility or liability – and shall not be obliged to offer any refunds, free re-sits or similar – for any loss or detriment which you or any Candidate suffers, to the extent that this is caused by failure to comply with such onboarding steps, equipment checks and preparations, or by equipment which does not adhere to the stated specifications.

12.11. You may permit the Candidate to take the exam from your test centre location subject to these T&Cs, the rules and regulations for the ISE Digital Exams and the ISE Digital Guidance.

12.12. You must provide the required number of invigilators (the "**Invigilators**") for each exam session in accordance with the ISE Digital Guidance. The role of the Invigilator is described in greater detail in the ISE Digital Guidance.

12.13. Trinity will also provide you with the relevant information and a keycode for each Candidate for the exam session. Each Candidate will be required to input their keycode each time they access the exam delivery platform.

12.14. You must ensure that the Invigilator and the Candidate keeps the Candidate's keycode secure and does not share it with any third party.

12.15. Trinity has contracted with a Trinity Partner, to provide a Trinity Partner Platform for the delivery of the ISE Digital Exam. Terms of use apply to individuals who use this Trinity Partner Platform to facilitate or take an ISE Digital Exam. These terms of use will be made available to the Candidate to assent to on accessing the ISE Digital Exam.

12.16. Trinity has also contracted with another Trinity Partner, Talview Inc, a company whose registered office is at 1300 El Camino Real, Suite 100, Menlo Park 94025, USA ("**Talview**") to provide as required, a moderation/proctoring service and a secure browser application in relation to the ISE Digital Exam. Candidates and any other person accessing Talview's services are subject to Talview's own terms of use in relation to Talview's moderation/proctoring services and/or the secure browser application when taking an ISE Digital Exam (see clause 10.3.9 above).

12.17. You must only allow the Candidates to access the ISE Digital Exam:

12.17.1 via the method described in the ISE Digital Guidance; and

12.17.2 using devices or equipment that meet the technical requirements outlined in the ISE Digital Guidance.

Arts Award

12.18. Clauses 12.19 to 12.30 apply to Arts Award only.

12.19. Moderation of an Arts Award qualification is the process where the Adviser's assessments are validated by a moderator from Trinity (for the purposes of clauses 12.19 to 12.30 and clause 13.5, the "**Moderator**"), who looks at a sample of the arts logs/portfolios. Trinity selects Arts Award centres for moderation based on a risk profile and Arts Award centres should expect to have their work moderated at least every three years. Arts Award centres must ensure that the work of all Candidates entered by such centre for Arts Award is available for moderation.

12.20. If your centre has been selected to be moderated, we will notify you by **within three working days** from the point you placed your Order on the My Trinity Website. This email will include a confirmation of the names of the Candidates selected to be sampled and instructions on how to provide their portfolios to us. For full information on Arts Award moderation see here.

12.21. All the requested work must be submitted to us within two weeks from the sent date of the moderation notification email mentioned in clause 12.20 above. If any of the Candidates' portfolios or arts logs cannot be provided for moderation, you must notify us at ArtsAwardOrders@trinitycollege.co.uk no later than two working days from the sent date of the moderation notification email and await further instructions or an amended sample. If any portfolios/arts logs are not available at the point of moderation, the affected young people will be marked as 'absent' and there will be no amendment to the invoiced fees in respect of absent portfolios/arts logs.

12.22. If any issues are identified in your portfolio or arts logs submission, we will make reasonable efforts to communicate the specific information or amendments required to complete the portfolio submission successfully.

12.23. In cases where any portfolios or arts logs or evidence locator forms have not been provided by you exactly as requested, the Moderator will refer the submission back to you to take action on the identified issue(s) **within five working days** (a "**Moderation Referral**"). In these instances, your centre is responsible for resolving the identified issues and re-submitting the referred work in accordance with our instructions within the set timeframe. The Moderator will resume the moderation process once you have re-submitted the work, or in cases where you have not responded to the referral notification, when the set timeframe has passed.

12.24. The Moderator will make a decision based on the work that is available to them at the time of resuming moderation following a Moderation Referral. If any work has not been provided as requested, this may affect the moderation outcome. If any of the portfolios/evidence

locator forms are not available for moderation following a Moderation Referral, this will result in the respective candidate(s) being marked as 'absent' by the Moderator and may affect the results for the remaining young people outside the sample.

12.25. In some cases, the Moderator may refer a submission directly to Trinity, who may notify you directly to address the identified issues and Moderator's concerns and may provide guidance on next steps.

12.26. No reduction to the fee is offered where a Candidate or cohort of Candidates is marked as 'absent' by the Moderator. You may wish to submit a new Order to re-enter the affected Candidate(s) for Arts Award via the My Trinity Website at the then applicable fees.

12.27. If your Arts Award centre has been selected to be moderated, but you are unable to complete the portfolio submission process by the given deadline, you must notify us immediately in writing to ArtsAwardOrders@trinitycollege.co.uk. You must clearly explain your circumstances, provide a valid reason for your request, and suggest an alternative deadline for submitting the requested work.

12.28. Approval is contingent upon the validity and merit of the reasons provided by you, as well as the impact on the overall scheduling of Trinity's operations. We reserve the right to approve or deny any request for a deadline extension for portfolio submission at our sole discretion.

12.29. If a deadline extension is approved, you agree to adhere to the new submission deadline specified by us. Any additional terms and conditions related to this will be communicated to you in writing. You acknowledge that a deadline extension may impact the moderation feedback and certificates timeframes, and that we are not liable for any consequences arising from the rescheduled deadline.

12.30. If a deadline extension request is denied, you must adhere to the original portfolio submission deadline, and the moderation outcome will be based on the work submitted by that point. If you have not submitted any work by this deadline, all Candidates entered for Arts Award will be marked as 'absent' by the Moderator and there will be no reduction to or refund of the Fee in respect of this.

13. **Exam Services – assessment, certification and resits**

13.1. In relation to DGD Exams only, once the Exam Video has been submitted to Trinity via the submission platform, the Candidate's performance in the Exam Video will be assessed. Following the marking of the exam, an exam report will be sent to the email address provided in the Exam Form for the Candidate (which, in the case of a Candidate under 18 years of age should be the email address of the Candidate's parent or legal guardian) as well as for the Submitter.

13.2. In relation to Business User-booked ISE Digital Exams only, on the day of the exam, you will ensure that the Invigilator facilitates the required security checks, after which, the Candidate starts the ISE Digital Exam following the process as indicated in the ISE Digital Guidance. The Candidate's performance in the exam will be assessed. Following the marking of the exam, the Candidate will receive an email once their exam report is available within their Trinity Account.

13.3. If the result of the exam is a pass or above, a digital certificate will be issued in the Candidate's name. This digital certificate will be linked with the email address that you provided for the Candidate in the Exam Form (and, where the Candidate is under 18 years of age, this would have been the email address for the Candidate's parent or legal guardian) so please ensure that this email address is accurately provided. The Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) will be sent an email with a weblink to

the Candidate's digital certificate available through a service provided by a Trinity Partner digital certificate provider, EdInvent, Inc, (a company registered in Delaware whose registered address is Accredible, 800 West El Camino Real, Suite 180, Mountain View, CA 94040) ("**Accredible**")). This email will also provide further instructions on how the Candidate can access their digital certificate. It will also provide information about how the Candidate may choose to purchase a paper certificate (where available) in addition to their digital certificate as part of the P4P Services (see clause 16).

13.4. Where we have stated that an exam report or digital certificate will be available within a certain number of days following the day of the exam or the date of the Order for the qualification, this is subject to there being no unforeseen delays or issues (including on Trinity Partner Platforms), and subject also to clauses 2.1 and 23.4.3.

13.5. In relation to Arts Award only, on payment of the Fee, if the moderation result is a pass, a paper certificate will be sent to the address (as confirmed by you as part of the Order process on the My Trinity Website) of your Arts Award centre. No digital certificate will be provided. Should you wish to amend the name on a certificate and order a replacement certificate, please follow the guidance provided at artsaward.org.uk/certificates. Should you wish to re-enter a candidate that has received a 'below pass' result or been marked as 'absent' by the Moderator, you may do so by creating a new Order at the then current Fee for such candidate on the My Trinity Website.

13.6. Accredible may offer the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) the option to use an account or a digital wallet with Accredible (which may have Trinity branding) in order to store or access various functionality in relation to their digital certificate as well as any other digital certificates issued to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) by other parties. Please note that this account is a service provided directly to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) by Accredible and Accredible may have its own terms that will apply to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) in relation to this account with Accredible

13.7. In relation to ISE Digital Exams only, the Candidate may have the option to request a resit of the exam or a component of the exam in accordance with Trinity's rules and regulations for the ISE Digital Exam and the ISE Digital Guidance.

13.8. We will not tolerate any cheating, unfair practice or breach of Trinity's rules and regulations by any users of the My Trinity Website, Platform, any Trinity Platform or the Services. Candidates found to have committed any such conduct will, at Trinity's discretion, be disqualified. Where Applicants and Submitters are found to have committed or colluded with such conduct, the affected Candidates will, at Trinity's discretion, have their results voided. Centres, hubs or representatives found to have committed or colluded in any such conduct will, at Trinity's discretion, be de-registered and affected candidates will have their results voided.

13.9. If you are resident or incorporated in Brazil, please note that the certificates which Trinity issues are granted upon completion and approval of Candidates in courses that are not part of Brazilian formal education ('cursos livres') and are not subject to MEC accreditation.

14. **Exam Services - intellectual property**

You, the Submitter and/or the Candidate (as appropriate) retain the intellectual property rights that you, the Submitter and/or the Candidate own in relation to the responses or submissions in respect of any exam or qualification, including Exam Videos. By submitting

the responses or Exam Video to Trinity, you, the Submitter and/or the candidate (as appropriate) automatically grant us a royalty-free, worldwide, sublicensable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, publish, display, translate, transfer, distribute and otherwise exploit the responses and Exam Video and its content, in whole or in part and/or to incorporate it in other works in any form, media or technology now known or developed in the future to the extent reasonably required by Trinity in relation to the exam or qualification process (in which case you grant us an exclusive right and licence to do so to the extent permitted under law) and for training, standardisation, market support and research purposes (in which case you provide us a non-exclusive right and licence to do so). This licence shall not lapse if we have not exercised our rights under this licence for any period of time. Where you are not the Submitter and/or the Candidate, you confirm that you have procured that the Submitter and/or the Candidate provides the right and licence to Trinity as set out in the preceding sentence.

15. **Exam Services – data protection**

15.1. In relation to the exam or qualification process, we are the data controller and will collect and use the personal information of the Candidate (and, where the Candidate is under 18 years of age, the parent or legal guardian of the Candidate), the Applicant and the Submitter, including their name, contact information and any other details entered into the Exam Form or via an Account, in accordance with our privacy statement. We will also collect and use personal information in the Exam Video submitted via the submission platform and in any art logs or portfolios submitted for moderation in relation to Arts Award. We collect and process such personal information on the basis of legitimate interest in compliance with applicable UK data protection laws. In addition, in certain countries only, in order to comply with the applicable laws of such countries, we also collect the consent of the relevant individual (or, where an individual is under 18 years of age, the consent of their parent or legal guardian), to collect and process their personal information. Consent provided can be withdrawn at any time by emailing dpo@trinitycollege.com. We will primarily use this personal information in order to enable you to open and manage an Account, book the exam, for the Candidate's performance in the exam to be submitted and assessed as part of the exam process, for the Candidate's exam report and certificate to be distributed, to process any Candidate request for a resit and to carry out moderation of Adviser's assessments. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws (including, where required by applicable laws, by obtaining their consent (or in the case of individuals under 18 years of age, the consent of their parent or legal guardian) to provide us with their personal information for use in accordance with this clause 15.1 and in accordance with our privacy statement), (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention. In particular, you agree to inform the Candidate and the Submitter (where relevant) that their personal information is being provided to us and bring our privacy statement to their attention.

15.2. We will share some of the Candidate's, or, where the Candidate is under 18 years of age, the Candidate's and the Candidate's parent or legal guardian's personal information with Accredible, who we have contracted with as a processor for the purpose of providing the Candidate with a digital certificate:

15.2.1 Accredible acts as our processor in connection with providing the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) with a digital certificate and where the Candidate (or, where the Candidate is under 18

years of age, their parent or legal guardian) accesses Accredible's website to access the digital certificate.

15.2.2 Accredible may also provide the option for the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) to use an account with Accredible (that may have Trinity branding).

15.2.3 Please note that where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) uses this account set-up with Accredible directly and chooses to provides Accredible with additional personal information in relation to this account and where the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) uses their account with Accredible in relation to credentials other than the digital certificate awarded by Trinity (for example, to hold credential issued by another organisation), another party (i.e., not Trinity), such as Accredible or the other organisation that issued such credentials to the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian), is the data controller, and the Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) should refer to such party's privacy statement for further information about how their personal information is collected and used. We are not responsible for the contents of such other party's privacy statement and policies.

15.3. In the case of ISE Digital Exams, we will share some of your (and/or as applicable the staff of your centre that access the relevant Trinity Partner Platform) and the Candidate's personal information with (i) the Trinity Partner whom we have contracted with as our processor for the purpose of delivering the ISE Digital Exam, and (ii) Talview, whom we have contracted with as our processor for the purpose of proctoring/moderating/providing a secure web browser for the ISE Digital Exam

15.4. You can exercise your rights under applicable data protection legislation which may include, without limitation, the right of access, rectification, erasure, restriction of processing and portability, by sending your request to the following e-mail address dpo@trinitycollege.com. More information about how we process personal information can be found in our privacy statement. If you, the Submitter or the Candidate have any questions about our privacy statement or how we collect and use personal information please feel free to contact us at dpo@trinitycollege.com.

16. **P4P Services**

16.1. The P4P Services are available – in certain territories and in respect of certain qualifications – to Consumers and to Business Users who have entered into REC Contracts or ESP Agreements with Trinity, or who have clicked to accept our Teacher T&Cs. The Candidate (or, where the Candidate is under 18 years of age, their parent or legal guardian) or the Business User (with respect to a Candidate) may use our P4P Services in order to obtain a paper certificate (a "**Paper Certificate**") in relation to certain exams and other Trinity qualifications as permitted in your jurisdiction, and for which the Candidate has obtained a mark of pass or above and has already received a digital certificate, including as per the instructions referred to in clause 13.3.

16.2. In this clause 16, the **"Applicant**" or "**you**" refers to the person responsible for purchasing the paper certificate via the P4P Services. As the Applicant, you must be either the (i) the registered exam centre for Trinity that the Candidate enrolled with for the relevant exam or other Trinity qualification, (ii) the exam services provider (being party to a Trinity ESP Agreement) designated as the relevant 'ESP' during the booking journey, (iii) a Third Party Educator subject to our Teacher T&Cs, or (iv) the Candidate in whose name the digital

certificate has been issued or, where the Candidate is under 18 years of age, their parent or legal guardian; and be located in the country in which the exam or other Trinity qualification was taken. The Applicant can place an Order for a Paper Certificate, where available, via the Platform in accordance with clause 4. The Confirmation Email and all subsequent communications will be sent to you as the Applicant.

16.3. **There are no refunds available in respect of Orders for Paper Certificates. Applicants acknowledge and agree that a Paper Certificate is a bespoke product, which is personalised with the Candidate's details and the applicable Contract cannot be cancelled.**

P4P Services and data protection

16.4. In relation to the P4P Services, we are the data controller and will collect and use the personal information of the Candidate and the Applicant, including their name, contact information, the delivery address and any other details provided with the Order in accordance with our privacy statement. We will primarily use this personal information in order to provide you with a Paper Certificate and to update the Account of the Candidate and the Applicant. Where required by applicable data protection legislation, you consent to our collection and use of your personal information as set out in our privacy statement and in these T&Cs. You can exercise your rights under applicable data protection legislation which may include, without limitation, the right of access, rectification, erasure, restriction of processing and portability, by sending your request to the following e-mail address dpo@trinitycollege.com. More information about how we process personal information can be found in our privacy statement. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws, (including, where required by applicable laws, by obtaining their consent (or in the case of individuals under 18 years of age, the consent of their parent or legal guardian) to provide us with their personal information for use in accordance with this clause 16.4 and in accordance with our privacy statement), (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our privacy statement to their attention. In particular, where the Candidate and the Applicant are not the same person, you agree to inform the Candidate that their personal information is being provided to us and bring our privacy statement to their attention.

17. [Intentionally not used.]
18. [Intentionally not used.]

19. **NoteLab Services**

19.1. NoteLab Services are available to Consumers and Business Users. You must be 18 years or older in order to first access and use Notelab Services, and any subsequent use by minors under your supervision must be in accordance with these T&Cs.

19.2. You can sign-up for NoteLab Services using this link which will provide you with a form online that you must complete and submit in order to open an Account (see clause 9) and to sign-up for NoteLab Services. When filling in the form you will be prompted to enter in information including your name, email address and the country that you are located in. We will then send you an email confirming that your account has been set up and that you have access to the NoteLab Services. Once your access has been confirmed, you can add the names and email addresses of your students who will then be sent an invitation via NoteLab Services to join NoteLab Services and with a link to the form online that they need to complete and submit in order to open an Account (see clause 9) and sign-up to use NoteLab Services. Where your student is under 18 years of age, you must add the email address of their parent

or legal guardian in place of your student's email address and must also provide us with the name of the student's parent or legal guardian. You will receive a notification when your student (or their parent or legal guardian on their behalf) has accepted this invitation.

19.3. Any use of NoteLab Services by a minor is subject to the permission of their parent or legal guardian. Please note Clauses 2.10 to 2.13 in relation to User Generated Content and Interactive Services that comprise NoteLab Services. We advise parents or legal guardians who permit minors in their care to use NoteLab Services that it is important that they communicate with their children about their safety online. Minors who are using NoteLab Services should be made aware of the potential risks to them. If you have any concerns or questions in relation to the NoteLab Services or any User Generated Content present on the NoteLab Services, please contact us using the details set out in clause 25 or alternatively by emailing notelab@trinitycollege.com. To facilitate online safety, NoteLab Services also provides you with a clear and easy way within NoteLab Services itself to report any concerns or raise questions. You can also raise a complaint in accordance with our Complaints Procedure.

19.4. The lesson plan generator functionality ("**Lesson Plan Generator**") within NoteLab Services utilises the generative artificial intelligence tool Chat GPT provided by OpenAI, L.L.C. ("**Open AI**"), a Delaware company with its registered office at 3180 18th Street, San Francisco, California 94110, United States and company number 7063675. The lesson plan provided to you (the "**Lesson Plan**") is produced by the Lesson Plan Generator using Chat GPT. Given the nature of generative artificial intelligence, neither Trinity nor its licensors, suppliers or Trinity Partners, make any representations or warranties in relation to the content contained in, generated by, or accessed through Chat GPT and the Lesson Plan. You acknowledge that artificial intelligence is a new and developing technology, and that the outputs generated by Open AI may be incomplete, inaccurate, offensive, or otherwise unpredictable. In addition to and without limiting any other disclaimer of warranty or liability set forth in these T&Cs, Trinity expressly and specifically disclaims any liability, responsibility, and/or guarantee whatsoever regarding the outputs or processes of the Lesson Plan Generator, to the extent permitted under applicable law. Subject to clause 8 of these T&Cs, to the extent allowed by law, the Lesson Plan is provided to you within NoteLab Services on an 'as-is' basis, without warranties of any kind, either express or implied, including, without limitation, warranties in relation to the accuracy or appropriateness of the Lesson Plan and in relation to non-infringement (such as of intellectual property rights, privacy rights or rights of personality). Whether you are a Business User or a Consumer, NoteLab Services and the Lesson Plan is intended for your individual or personal use for educational purposes only, and is not intended to generate content for broad-based publication. By using NoteLab Services, you agree that your use of NoteLab Services and the Lesson Plan will accord with this intention. You also agree to comply with Open AI's Usage Policy. You agree that it is your responsibility to review the Lesson Plan and check the contents of the Lesson Plan with reputable sources as appropriate, prior to using or sharing the Lesson Plan. You may choose to share the Lesson Plan generated via the Lesson Plan Generator for any legal, personal and non-commercial purpose, under the following conditions: (i) the role of artificial intelligence in formulating the Lesson Plan is clearly and prominently disclosed; (ii) any changes that you have made to the Lesson Plan is attributed to you; and (iii) you review the Lesson Plan to ensure its appropriateness and suitability and compliance with these T&Cs. Where you make additions or changes to the Lesson Plan, you retain the intellectual property rights in your additions or changes and grant us a royalty-free, worldwide, non-exclusive, perpetual and irrevocable right and licence to use, reproduce, modify, adapt, publish, display, translate, transfer, distribute and exploit your changes or additions in whole or in part and/or to incorporate your changes or additions in other works in any form, media or technology now known or developed in the future to the extent reasonably required by Trinity in relation to the exam

process, the development of NoteLab Services, the Lesson Plan Generator and other products, and for training, standardisation, market support and research purposes. You acknowledge that regardless of the scope or nature of proprietary rights (or lack thereof) in and to the Lesson Plan under applicable law, including without limitation the copyrightability of any Lesson Plan or its registrability as an item of intellectual property in any jurisdiction, the restrictions in these T&Cs shall apply, to the extent permissible by law, to your use of and access to the Lesson Plan as your material obligation hereunder in consideration of your right to use and access the Platform.

19.5. The speaking diagnostics tool in NoteLab Services (the "**Diagnostics Tool**") utilises the Generative AI tool Chat GPT provided by OpenAI, and Eleven Labs voice agent provided by Eleven Labs Inc., ("**Eleven Labs**") an AI audio research and deployment company with its registered office at 169 Madison Ave #2484, New York, NY 10016, United States and company number 13826669. The candidate's responses will be transcribed by a third party AI tool, Deepgram, provided by Deepgram, Inc. ("**Deepgram**"). Deepgram is an AI speech recognition and transcription company with its registered office at 548 Market Street, Suite 25104, San Francisco, CA 94104, United States and company registration number 10661974. Given the nature of generative artificial intelligence, neither Trinity nor its licensors, suppliers or Trinity Partners, make any representations or warranties in relation to the content contained in, generated by, or accessed through Chat GPT and the Diagnostics Tool. Subject to clause 8 of these T&Cs, to the extent allowed by law, the Diagnostics Tool is provided to you within NoteLab Services on an 'as-is' basis, without warranties of any kind, either express or implied, including, without limitation, warranties in relation to the accuracy or appropriateness of the Diagnostics Tool and in relation to non-infringement (such as of intellectual property rights, privacy rights or rights of personality). Whether you are a Business User or a Consumer, NoteLab Services and the Diagnostics Tool is intended for your individual or personal use for educational purposes only, and is not intended to generate content for broad-based publication or for your commercial use. By using NoteLab Services, you agree that your use of NoteLab Services and the Diagnostics Tool will accord with this intention. You also agree to comply with Open AI's Usage Policy. You agree that it is your responsibility to review the input provided to the Diagnostics Tool and the feedback received and check the content is appropriate. Where you make additions or changes to the Diagnostics Tool, you retain the intellectual property rights in your additions or changes and grant us a royalty-free, worldwide, non-exclusive, perpetual and irrevocable right and licence to use, reproduce, modify, adapt, publish, display, translate, transfer and distribute your changes or additions in whole or in part and/or to incorporate your changes or additions in other works in any form, media or technology now known or developed in the future to the extent reasonably required by Trinity in relation to the exam process, the development of NoteLab Services, the Diagnostic Tool and other products, and for training, standardisation, market support and research purposes. You acknowledge that regardless of the scope or nature of proprietary rights (or lack thereof) in and to the Diagnostics Tool under applicable law, including without limitation the copyrightability of any content, including any transcriptions, or its registrability as an item of intellectual property in any jurisdiction, the restrictions in these T&Cs shall apply, to the extent permissible by law, to your use of and access to the Diagnostics Tool as your material obligation hereunder in consideration of your right to use and access the Platform.

19.6. The Skill Up! digital content application within Notelab Services ("**Skill Up! App**") is an English practice web app which is available to (and accordingly, clauses 19.6 to 19.11 are applicable to) Business Users, SA Consumers, Brazil Consumers and Australian Consumers (each acting in the course of business) only. You may purchase and then supply the Skill Up! App to your end-users. Accordingly, if you purchase and use the Skill Up! App (and its related services),

you are fully responsible for ensuring that you (and your teachers, students, parents, legal guardians and all other end-users of the Skill Up! App) agree to, and comply with these T&Cs. You can purchase the Skill Up! App via Notelab Services where this option is made available to you in accordance with clause 4. Any discounts applicable to your purchase will automatically be made available to you through the purchase process via Notelab Services.

19.7. Once you have purchased the Skill Up! App and paid us the relevant Fee, we will send you the credentials and details required for each teacher listed in your Order to access the teacher dashboard of the Skill Up! App as well as for each teacher to add their students to their Skill Up! App account. Where students are under 18 years of age, teachers will be provided with credentials for each student to enable each student's parent to log into the Skill Up! App.

19.8. For clarity, the cancellation rights referred to under clause 7 have not been extended to Business Users, SA Consumers, Brazil Consumers or Australian Consumers in connection with the Skill Up! App. To the maximum extent permitted under applicable law:

19.8.1 **ALL ORDERS FOR THE SKILL UP! APP ARE FINAL AND NON-REFUNDABLE;** and

19.8.2 you cannot cancel an Order for the Skill Up! App for a refund or reimbursement from us.

NoteLab Services and data protection

19.9. In relation to the NoteLab Services, we are the data controller and will collect and use the personal information of the teacher and the parents/legal guardians/students using the NoteLab Services, including, as applicable, their name, email address, user ID, user avatar (photo URL) audio response and transcriptions of the responses in the Diagnostics Tool and personal information within any User Generated Content created, submitted and used within the NoteLab Services in accordance with our privacy statement. In the Diagnostics Tool, we collect audio responses from students and process them into transcriptions. We use the transcriptions to understand the student's speaking ability in areas such as communication skills, fluency and vocabulary. We collect and process such personal information on the basis of legitimate interest in compliance with applicable UK data protection laws. In addition, in certain countries only, in order to comply with the applicable laws of such countries, we also collect the consent of the teacher and the student (or, where the student is under 18 years of age, the consent of their parent or legal guardian), to collect and process their personal information. We will primarily use this personal information in order to provide teachers and parents/students with the NoteLab Services. Where applicable, consent provided can be withdrawn at any time by emailing notelab@trinitycollege.com.

19.10. In relation to the Skill Up! App, we are the data controller and will collect and use the personal information of the administrative person from your school or centre responsible for the purchase of the Skill Up! App as well as the teacher and parents/students using the Skill Up! App, including, as applicable, their name, contact information, scoring, analysis and assessment data, voice recordings (where this feature is used), other activities within the application such as book content and time stamps and any other details provided with the Order in accordance with our privacy statement. We will primarily use this personal information in order to provide you and your teachers and students with the Skill Up! App.

19.11. We will not intentionally or knowingly share any personal data with Chat GPT or Open AI. You can exercise your rights under applicable data protection legislation which may include, without limitation, the right of access, rectification, erasure, restriction of processing and portability, by sending your request to the following e-mail address dpo@trinitycollege.com. More information about how we process personal information can be found in our privacy

statement. Where you provide us with the personal information of other individuals you (i) confirm that you have the right to provide us with their personal information and do so in compliance with applicable data protection laws (including, where required by applicable laws, by obtaining their consent (or in the case of individuals under 18 years of age, the consent of their parent or legal guardian) to provide us with their personal information for use in relation to NoteLab Services (and the relevant products within NoteLab Services, including the Skill Up! App, Lesson Plan Generator and Diagnostics Tool) and in accordance with our privacy statement), (ii) agree to inform such individuals (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us for use in accordance with these T&Cs and our privacy statement, and (iii) agree to bring our privacy statement to their attention. In particular, you agree to inform the parents/students (or, in the case of students under 18 years of age, their parent or legal guardian) that their personal information is being provided to us and bring our privacy statement to their attention (or, in the case of a student under 18 years of age, the attention of their parent or legal guardian).

20. **SELT Study App**

20.1. You may purchase the SELT Study App when you book your Secure English Language Test (SELT) using the online form on our Platform for this purpose. You will receive an email confirmation of your exam booking and the fees you have paid for the SELT exam and the SELT Study App. We will then contact you by email with a link with instructions to access the SELT Study App and the log in details. You can download the SELT Study app from the Apple App Store or Google Play and on logging in with the credentials provided, you will obtain access to the materials within the SELT Study app. The SELT Study app is intended to be used by the named exam candidate and can be accessed for 12 months from the first log in to access the SELT Study App. The SELT Study App can be accessed by the named exam candidate on up two electronic devices and access cannot be transferred or shared with any other individual. If there is any reason to believe that there has been a breach of these Terms and Conditions, Trinity may, in its sole discretion, withdraw your access to the SELT Study App.

SELT Study App Services and data protection

20.2. The SELT Study App is designed so that user-generated audio recordings are stored locally on the user's (your) device. Neither Trinity nor the SELT Study App developer accesses, collects, stores, or otherwise process such recordings. Any processing of personal data undertaken by Trinity in connection with the operation of the SELT Study App shall be limited to the categories of data and purposes described in 's Trinity's Privacy Statement.

PART 3: GENERAL TERMS

21. **Your breach of these T&Cs**

21.1. If you materially or persistently breach any of these T&Cs, we may immediately do any or all of the following (without limitation):

21.1.1 issue a warning to you;

21.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Platform (or procure removal from a Trinity Partner Platform);

21.1.3 temporarily or permanently withdraw your right to use the Platform (or procure the withdrawal of your right to use a Trinity Partner Platform), though we will first seek to contact you and give you an opportunity to rectify your breach where this is reasonably possible;

21.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

21.1.5 take further legal action against you;

21.1.6 take further action required by applicable laws; and/or

21.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

22. **Changes to these T&Cs**

22.1. Whilst the terms applicable to your Order under the applicable Contract will not change (unless we obtain your express consent), we may make updates and changes to these T&Cs from time to time (if, for example, there is a change in the law, or where we have another justified legal, commercial or operational reason that means we need to change these T&Cs).

23. **If we do make changes, we will publish the amended version of the T&Cs on the Platform. Please check these T&Cs regularly to ensure that you understand the T&Cs that apply at the time that you access and use the Platform, Trinity Partner Platforms and/or our Services. Where you are a Registered User, we will endeavour to provide you with reasonable notice of forthcoming changes to the T&Cs. If you are a Registered User and do not wish to continue using the Platform or Trinity Partner Platform following the changes to these T&Cs, you can cancel your agreement to these T&Cs without penalty by closing your Account.**

24. **Liability**

24.1. Nothing in these T&Cs excludes or limits our liability for:

24.1.1 death, personal injury or damage to health caused by our negligence (or if you are resident in or incorporated in Ireland or Spain, otherwise caused by us);

24.1.2 fraud or fraudulent misrepresentation; or

24.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

24.2. **The Platform may from time to time contain links to third party websites (which includes the Trinity Partner Platforms). You are responsible for deciding whether to access a third party website and your use of third party websites will be governed by the terms and policies of that third party website. We assume no responsibility for the content of websites linked to from the Platform. Unless the link is to a Trinity Partner Platform, such links should not be interpreted as endorsement by us of those linked websites and, save as set out in clause 23.1 we will not be liable, to the extent permitted by law for any loss or damage that may arise from your use of them.**

24.3. If you are a Consumer, then:

24.3.1 Save as set out in clause 24.1, if we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these T&Cs or our negligence, but we are not responsible for any loss or

damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that the relevant Contract between you and us for became binding, or it is a liability pursuant to applicable laws for which we must be responsible.

24.3.2 Nothing in these T&Cs affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office (or local equivalent body).

24.3.3 You agree not to use the Platform or any Trinity Partner Platform, or any content on the Platform or Trinity Partner Platform, for any commercial or business purposes, and to the extent permitted by law we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Where you are an SA Consumer, a Brazil Consumer or an Australian Consumer acting in the course of business, you may use the Platform or any Trinity Partner Platform for your commercial or business purposes but the limitation of liability under this clause shall still apply to you in full.

24.3.4 To the extent permitted by law, our total liability to you for any loss or damage arising out of or in connection with these T&Cs, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the higher of: (i) the value of the product(s) or services(s) which you purchased from us, to which the loss/damage is connected, and (ii) £100.

24.4. If you are a Business User, then:

24.4.1 Subject to clause 24.1 and to the extent permitted by law, in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.

24.4.2 To the extent permitted by law, our total liability to you for any loss or damage arising out of or in connection with these T&Cs, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

24.4.3 **You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of your breach of these T&Cs.**

25. **Events outside of our control**

25.1. **We will not be liable to you if we, or a Trinity Partner, are unable to perform the Services by reason of a Force Majeure Event (as defined below).**

25.2. Save as set out in clause 24.1, **we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control** (a "**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control which prevents, hinders or delays performance of the Services and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of

public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government and pandemic or epidemic.

25.3. Our performance (or a Trinity Partner's performance) under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

26. **Contact, notices, communications, and (in respect of India) points of contact**

26.1. If you have any questions, complaints or comments concerning the Platform, any Trinity Partner Platform, Services or these T&Cs (including if you encounter any technical difficulties) please contact us at support@trinitycollege.com if you are located in the UK or, if you are located outside of the UK, by filling in the 'Contact us' form for 'Other enquiries' available at https://www.trinitycollege.com/contact.

26.2. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Services via the Platform or any Trinity Partner Platform, you accept that communication with us will be mainly electronic. We will contact you (and if applicable, any submitter and the candidate) by e-mail or provide information by posting notices on our pages that form a part of the Services. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

26.3. All contractual or legal notices given by you to us must be given to Trinity at support@trinitycollege.com if you are located in the UK or, if you are located outside of the UK, by filling in the 'Contact us' form for 'Other enquiries' available at https://www.trinitycollege.com/contact. We may give notice to you at the e-mail or postal address you provide to us. Notice will be deemed received and properly served immediately when posted on our website; 24 hours after an e-mail is sent within business hours and business days being 9am to 5pm UK time, Monday to Friday; or ten days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

26.4. This clause 26.4 applies only if you are resident in or incorporated in India: Our point of contact responsible for ensuring compliance with the Consumer Protection (E-Commerce) Rules 2020 is Ms Adarika Ghose, Head – Corporate Compliance & Legal, Acquisory, adarika.ghose@acquisory.com

26.5. This clause 26.5 applies only if you are resident in or incorporated in India: If you have a grievance, you may address these with our Grievance Officer, Sultana Khanum, Head of Customer Service, complaints@trinitycollege.com. The Grievance Officer will address any grievance in a timely manner, and in any case within 30 days of receipt.

27. **Transfer of rights**

27.1. This clause 27.1 only applies if you are a Consumer. We may assign, cede, delegate or otherwise transfer our rights and obligations under these T&Cs to another organisation upon reasonable notice to you provided that such transfer, assignment, cession or delegation will not materially affect the Services, or your rights or our obligations under your Contract with us. You may only transfer your rights and obligations under your Contract with us if we agree to this in advance and in writing.

27.2. This clause 27.2 only applies if you are a Business User. We may transfer, assign, cede, delegate, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of that Contract on notice to you. The Contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, cede, delegate, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent, whether by operation of applicable law, or otherwise.

28. **Data protection**

28.1. This clause 28 only applies if you are a Business User.

28.2. In this clause 28, unless otherwise specifically indicated, the following definitions apply:

'**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 all applicable laws and regulations in force from time to time governing the use or processing of personal data, including (where applicable) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ('**EU GDPR'**) and the EU GDPR as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments) etc (EU Exit) Regulations 2019 (as amended) (also known as the '**UK GDPR'**), the Data (Use and Access) Act 2025, the Privacy and Electronic Communications (EC Directive) 2003, the Investigatory Powers Act 2016 and the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018 in each case, as amended, re-enacted, consolidated, revised or replaced from time to time; and 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 you and us, the employees of each of you and us and any third party engaged from time to time to perform obligations in connection with these T&Cs;

'**Protected Area**' means: (i) in respect of personal data protected by the UK GDPR, the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under UK adequacy regulations is in force; and (ii) in respect of personal data protected by the EU GDPR the members states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Article 45 GDPR is in force.

'**Restricted Transfer**' means a transfer of personal data outside the Protected Area.

'**data subject**', '**personal data**', '**processing**' and '**appropriate technical and organisational measures**' or equivalent terms under applicable Data Protection Laws have the meaning set out in the Data Protections Laws in force at the time;

'**Trinity Data**' means any personal data which either Trinity or you generates, processes, stores or transmits in connection with these T&Cs; and

'**Standard Contractual Clauses**' means:

(i) in respect of personal data protected by the EU GDPR, the standard contractual clauses for the transfer of personal data to third countries pursuant to the EU GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914. Trinity and you agree:

a. Module One shall apply;
b. any clauses marked as optional shall not apply;
c. Clause 17 (*Governing law*): the clauses shall be governed by the laws of Ireland;
d. Clause 18 (*Choice of forum and jurisdiction*) the courts of Ireland shall have jurisdiction; and
e. the Annex information shall be as set out in Schedule 1.

(referred to as "**EU SCCs**");

(ii) in respect of personal data protected by the UK GDPR, the International Data Transfer Addendum to the EU SCCs, issued by the Information Commissioner in accordance with s.119A of the Data Protection Act 2018 but, as permitted by clause 17 of such addendum, Trinity and you agree to change the format of the information set out in Part 1 of the addendum so that:

a. the details of the parties in table 1 shall be as set out in Schedule 1 (with no requirement for signature);
b. for the purposes of table 2, the addendum shall be appended to the EU SCCs as defined above (including the selection of modules and options and the disapplication of optional clauses as noted above); and
c. the appendix information listed in table 3 is as set out in Schedule 1;

(iii) in respect of personal data protected by the Brazilian General Data Protection Law (Federal Law No. 13.709/18), as regulated by the National Data Protection Agency (ANPD) in Resolution CD/ANPD No. 19/2024 ("**Resolution**"), the clauses provided as an annex to the Resolution, which must be applied in full, with customisation permitted only for those clauses that allow adjustments in accordance with the processing information set out in Schedule 2 (referred to as the "**Brazilian SCCs**").

28.3. Trinity and you agree that the data management and data protection provisions set out in any REC Contract, ESP Agreement or Relationship Agreement between Trinity and you shall apply to the processing of any Trinity Data in connection with these T&Cs. In addition, this clause 28 sets out the framework for the sharing of personal data between you and us.

28.4. Save where and to the extent that any REC Contract, ESP Agreement or Relationship Agreement between Trinity and you states otherwise, you agree that Trinity and you are independent data controllers of Trinity Data under Data Protection Laws.

28.5. Each of Trinity and you shall ensure that it complies with the Data Protection Laws in respect of the processing of Trinity Data. Any material breach of the Data Protection Laws by you, will, if not remedied within 30 days of written notice from either Trinity or the applicable data protection authority, give grounds to Trinity to terminate our Contract with you with immediate effect.

28.6. You shall, in respect of any personal data, including Trinity Data, ensure that your privacy notices are clear and provide sufficient information to the relevant individuals 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 the Contract 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. You shall also provide such individuals with a copy of our privacy statement. You shall also ensure that you have the right to provide us with individuals' personal data and do so in compliance with applicable Data Protection Laws (including obtaining the consent of such individuals (or, where they are under 18 years of age, their parent or legal guardian) where this is a requirement of applicable Data Protection Laws in the relevant country).

28.7. Trinity and you each agree to:

28.7.1 ensure appropriate technical and organisational measures are in place, to protect against unauthorised or unlawful processing of Trinity Data and against accidental loss or destruction of, or damage, to Trinity Data;

28.7.2 provide the other with such reasonable cooperation and assistance as is necessary to enable the other to comply with its obligations as a controller in respect of Trinity Data, including to enable each other to comply with the rights of individuals in respect of the Trinity Data and to respond to any other queries or complaints thereof;

28.7.3 have in place 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.

28.8. You warrant that your processing of Trinity Data under these T&Cs will not cause Trinity to be in breach of applicable Data Protection Laws and that the Trinity Data provided by you to us can lawfully be processed in the manner as contemplated by us in these T&Cs and our privacy statement.

28.9. To the extent that a transfer of personal data from Trinity to you or from you to Trinity constitutes a Restricted Transfer, whether in connection with these T&Cs, the REC Contract, ESP Agreement, Relationship Agreement (where relevant), any other agreement signed with Trinity or more generally, and where you are a controller, Trinity and you shall comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in these T&Cs, with the roles of data exporter and data importer allocated as follows:

28.9.1 where Trinity transfers personal data to you:

28.9.1.1. Trinity shall be the data exporter and you shall be the data importer;

28.9.1.2. the applicable Standard Contractual Clauses shall be those corresponding to the Data Protection Laws governing the personal data being transferred (EU SCCs for EU GDPR-protected data, UK SCCs for UK GDPR-protected data);

28.9.1.3. Trinity and your (via checking the appropriate box on the Platform or the Exam Form or signing the relevant REC Contract, ESP Agreement, Relationship Agreement or other relevant agreement with Trinity) agreement to these T&Cs shall be deemed to be the signature of the Standard Contractual Clauses; and

28.9.1.4. the date of your checking the appropriate box on the Platform or the Exam Form or signing the relevant REC Contract, ESP Agreement, Relationship Agreement or other relevant agreement with Trinity) shall be deemed to be the date of the Standard Contractual Clauses.

28.9.2 where you transfer personal data to Trinity:

28.9.2.1. you shall be the data exporter and Trinity shall be the data importer;

28.9.2.2. the applicable Standard Contractual Clauses shall be those corresponding to the Data Protection Laws governing the personal data being transferred (i.e. Brazilian SCCs for Brazilian LGPD-protected data);

28.9.2.3. Trinity and your (via checking the appropriate box on the Platform or the Exam Form or signing the relevant REC Contract, ESP Agreement, Relationship Agreement or other relevant agreement with Trinity) agreement to these T&Cs shall be deemed to be the signature of the applicable Standard Contractual Clauses; and

28.9.2.4. the date of your checking the appropriate box on the Platform or the Exam Form or signing the relevant REC Contract, ESP Agreement, Relationship Agreement or other relevant agreement with Trinity shall be deemed to be the date of the applicable Standard Contractual Clauses.

28.9.3 For the avoidance of doubt, the Standard Contractual Clauses incorporated into these T&Cs through this clause 28.9 shall replace and supersede any standard contractual clauses previously entered into between Trinity College London and you, including in any REC Contract, ESP Agreement, Relationship Agreement or other relevant agreement signed between Trinity and you and any other transfer mechanism or exceptions (e.g. reliance on consent) referred to therein, in relation to the transfer of the personal data of individuals from Trinity College London to you. You shall ensure that any and all Restricted Transfers of Trinity Data between you and third parties comply with Data Protection Laws.

Schedule 1 to Clause 27

ANNEXES TO THE STANDARD CONTRACTUAL CLAUSES

Annex I

A: LIST OF PARTIES

Data exporter(s):

1. Name: Trinity College London

   Address: 7th Floor, 22 Upper Ground, London, SE1 9PD

   Official registration number (if any): registered charity with registration numbers 1014792 (England and Wales) and SC 049143 (Scotland) and company registration number 02683033 in England

   Contact person's name, position and contact details, including details of the DPO, if different: Data Protection Officer, dpo@trinitycollege.com

   Activities relevant to the data transferred under these Clauses: Trinity's obligations and the activities as required by or set out in your REC Contract, ESP Agreement, Relationship Agreement (as applicable) and in these T&Cs.

   Signature and date: As per the date of your checking the appropriate box on the Platform or the Exam Form

   Role (controller/processor): controller

Data importer(s):

2. Name: You

   Address, Official registration number (if any) and Contact person's name, position and contact details: As set out in your REC Contract/ESP Agreement/Relationship Agreement (as applicable) or as recorded on the Platform, your Account or in the Form.

Activities relevant to the data transferred under these Clauses: The 'Exam Services' and any other activities as set out in or required by your REC Contract/ESP Agreement/Relationship Agreement (as applicable) or these T&Cs.

Signature and date: As per the date of your checking the appropriate box on the Platform or the Exam Form

Role (controller/processor): controller

B: DESCRIPTION OF TRANSFER

MODULE ONE: CONTROLLER TO CONTROLLER

Categories of data subjects whose personal data is transferred:

Candidates

Applicants

Candidates'/applicants' parents or legal guardians

Teachers

Examiners/panel members

Invigilators/proctors

Local or centre representatives

Trinity staff and business contacts

Categories of personal data transferred:

The personal data transferred concern the following categories of data:

Candidates:

Personal data may include name, age, gender, candidate number, assessment marks, results and awards, written scripts, recordings of exam performances, postal address, email address and contact details, date of birth, first language spoken at home, level of education, sensitive personal data about the data subject's health, disabilities and special educational needs, details about their personal circumstances, banking details, parent/guardian name, ID document details and any other details as set out in these T&Cs or in the Exam Form or on the Platform.

Parents/legal guardians, applicants, teachers, local or centre representatives, Trinity staff and business contacts:

Personal data may include name, address and contact details including email address.

Examiners/panel members, Invigilators/proctors:

Personal data may include name, address, contact details and ID document details

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

In relation to candidates, sensitive personal data about the data subject's health, disabilities and special educational needs. All the above mentioned restrictions and/or safeguards.

Frequency of transfer (e.g. whether on a one-off or continuous basis):

Continuous basis in relation to the REC Contract/ESP Agreement/Relationship Agreement (as applicable) or specific Contracts under these T&Cs.

Nature of the processing/ processing operations:

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.

Purpose(s) of the data transfer and further processing:

The transfer is made for the following purposes:

For the delivery of exams and other Trinity qualifications, Services and products, the award of Trinity qualifications, the administration of the contractual relationship between Trinity and Trinity Partners, and the provision of Services to you, to Candidates, their parents/legal guardians, their teachers and any other representative or agent.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

For only as long as the personal data is required. From the commencement date of the REC Contract/ESP Agreement/Relationship Agreement (as applicable) or a Contract under these T&Cs until one (1) year after the earlier of the termination date of the REC Contract/ESP Agreement/Relationship Agreement (as applicable) or a Contract under these T&Cs.

For transfers to (sub-) processors, the subject matter, nature and duration of the processing:

As set out in the Schedule 1

C. Competent Supervisory Authority

The Information Commissioner's Office in the UK where this is permissible under applicable laws, and in all other cases, the Data Protection Commission in the Republic of Ireland.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data

Access to personal data and access to any place or system where personal data is held must be restricted to authorised users to use to perform the duties related to their job role. Users must be authorised to access, maintain, change, use or distribute information. Authorisation must be allocated based on the principles of need to know and need to use.

Security checks should be employed and regularly carried out to ensure that individuals in key employee positions are screened based on the risk related to the duties that they carry out. This includes background checks, criminal records checks and confidentiality agreements.

Users accessing information systems should be provided with training to support acceptable use of the system and requirements to maintain security.

Information access privileges should be reviewed, modified or revoked as necessary when:

• an employee changes or takes on additional duties;

• an employee commences an extended period of absence;

• access privileges have not been exercised for a period of time; or

• the employment or contract of the individual has been terminated.

Where suppliers or consultants have access to systems, the relevant supplier/consultant must be required to provide notice of users that have left the organisation, no longer need access to the system or need adjustments to their permissions. You must ensure that, where your personnel have access to Trinity IT systems, you inform us where such personnel have left your centre, no longer need access to Trinity IT systems or need adjustments to their permissions (as applicable).

Upon termination of contracts:

• users or authorised persons with access to personal data to be informed of their commitment to ensure ongoing confidentiality and that this obligation continues past employment; and

• access privileges (system passwords, user accounts etc.) to systems (including Trinity IT systems), restricted access zones, and IT facilities should be revoked.

Authentication access passwords or codes must be subject to a password policy. This will include ensuring that passwords are:

• generated, controlled and distributed in a manner which maintains the confidentiality and integrity of the code or password;

• known only to the user of the identifier;

• either pseudo-random in nature or verified by an automated process designed to counter triviality and repetition;

• at least 8 characters in length;

• not passed through systems in clear text;

• subject to change on a defined basis e.g. every 90 days; and

• comprise a mixture of characters, both upper and lower case, numbers, punctuation and special symbols.

Records should be kept identifying all instances of access, use, modification, transformation, disclosure or disposal of personal data.

Records must be kept of all instances of unauthorized access, use, change, deletion/disposition or disclosure of personal data.

Procedures, policies and practices must be implemented to restore, replace or re-create personal data that has been damaged, lost or destroyed either accidentally or deliberately.

Physical locations used to store, process and transmit personal data should be subject to controls to limit unauthorised access and detect unauthorised activity e.g. door access controls, maintain secure areas, alarms, CCTV, visitor logs etc.

All methods of communication of personal data must be secure from unauthorized access, including eavesdropping, interception and diversion. Communication includes verbal communication, transmission of written documentation, telephone, cellular phone, VOIP, instant messaging, fax, e- mail, video and audio communication or any other form of electronic communication.

Identification and authentication safeguards to monitor security systems and procedures may be needed. These include virus scanners, firewalls, monitoring operating system logs, software logs, version control and document disposition certification.

Encryption is applied in storage and transmission relating to personal data. Encryption must keep pace with industry guidelines (e.g. National Cyber Security Centre, Common Vulnerability Scoring System (CVSS), Common Vulnerabilities and Exposure (CVE)) to ensure the use of strong encryption protocols is maintained.

All systems hardware and software must be secure from inappropriate access, accident, misappropriation, viruses and systems failure.

Disaster recovery plans must be in place and tested to ensure the recovery of personal data. This should also ensure that recovery points of the personal data and the time to restore the personal data are aligned with the parties' requirements.

When agreed process are in place between parties the personal data should not be stored, processed or transmitted outside of the agreed process without authorisation from allocated business representatives.

Implementation of new information systems or changes to existing systems must be assessed to ensure security of the system is assessed to ensure appropriate safeguards are maintained. This will include the requirements for secure storage, processing, transmission and disposal of the information.

Regular assessment of information systems must be carried out to ensure that security vulnerabilities of those systems are known and an appropriate response taken, e.g. patch management, vulnerability scanning, penetration testing.

It is recommended that suppliers/consultants work to principles of recognised security standards to ensure security safeguards provide adequate protection to the confidentiality, integrity and availability of personal data, e.g ISO 27001, Cyber essentials, NIST framework.

Schedule 2 to Clause 27

BRAZILIAN STANDARD CONTRACTUAL CLAUSES

The Brazilian SCCs, published by the Brazilian Data Protection Agency ("**ANPD**") through Resolution CD/ANPD No. 19/2024, available at: https://www.gov.br/anpd/pt-br/centrais-de-conteudo/outros-documentos-e-publicacoes-institucionais/regulation-on-international-transfer-of-personal-data.pdf, or on any successor website designated by the ANPD, are hereby incorporated into this DPA by reference for all purposes.

The Parties declare that they will fully comply with the content of said clauses, as applicable to the legal relationship concerning the processing of personal data governed by this DPA, undertaking to adopt all necessary measures to ensure their full effectiveness and compliance with Brazilian data protection law (the LGPD).

Considering that Sections I (General Information) and III (Security Measures) of the Brazilian SCCs are editable and require completion, the Parties agree that such provisions shall be read and interpreted as follows:

Section I – General Information

Clause 1.1, regarding the identification of the Parties, must be completed in accordance with the qualification of the Parties as set forth in the Schedule 1 to clause 27 above. Trinity shall be identified as the "Importer/Controller", while you shall be identified as the "Exporter/Controller" of personal data.

Clause 2.1, which refers to the description of the processing activities involved in the international data transfer, shall be interpreted in accordance with Schedule 1 to clause 27 above.

Clause 3.1, which governs onward data transfers, provides two alternatives: Option A, which prohibits onward transfers by the Importer; and Option B, which permits them. The Parties agree to apply Option B, and the required information shall be interpreted in accordance with Schedule 1.

Clause 4.1, concerning the liability of the Parties, also provides two alternatives: one applicable to a Controller-Processor relationship (Option A) and the other to a Processor-Processor relationship (Option B). The Parties agree that Option A shall apply, and all liabilities set forth in items (a), (b), and (c) of Clause 4.1 shall be exclusively attributed to you.

Section III – Security Measures

The two items in this Section must be completed with all technical, administrative, and organizational security measures set forth in Item 13 of the applicable Privacy Statement.

29. **General**

29.1. If we fail to insist upon strict performance of any of your obligations under these T&Cs, or if we fail to exercise any of the rights or remedies to which we are entitled under these T&Cs, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

29.2. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these T&Cs will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

29.3. If any court or competent authority decides that any of the provisions of these T&Cs are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the extent permitted by law.

29.4. No person or organisation, other than Trinity and you, has any rights under or in connection with these T&Cs.

29.5. If you are a Business User, these T&Cs and the documents referred to herein constitute the entire agreement and understanding between us relating to the subject matter of these T&Cs and supersede any previous agreement or understanding between us in relation to such subject matter. Each of you and us acknowledge that in entering into these T&Cs we have not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of these T&Cs at any time before its signature (together "**Pre-Contractual Statements**"), other than those which are set out in these T&Cs. Each Business User and us hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

30. **Governing law and jurisdiction**

30.1. These T&Cs are governed by the laws of England and Wales. This means that your access to and use of the Platform or Trinity Partner Platform, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

30.2. If you are a Business User, then to the maximum extent permitted under applicable law, you and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs or its subject matter or formation.

30.3. If you are a Consumer and we direct the Platform or Trinity Partner Platform to your country of residence:

30.3.1 you may bring any dispute which may arise under these T&Cs to, at your discretion, either the competent court of England, or to the competent body or court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any such a dispute;

30.3.2 we will bring any dispute which may arise under these T&Cs to the competent body or court of your country of habitual residence if this is within the UK or is an EU Member State or otherwise the competent court of England;

30.3.3 if you are a Consumer and are resident in the UAE, you must bring any dispute which may arise under these T&Cs to the courts of the Dubai International Financial Centre; and

30.3.4 if you are a Consumer and are resident in Canada, you may bring any dispute which may arise under these T&Cs to the competent court of the province in which you reside.

30.4. If you are a Consumer and are resident in the UK or the European Union and we direct the Platform, Trinity Partner Platform or our Services to (and/or pursue our commercial or professional activities in relation to the Platform, Trinity Partner Platform or our Services in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these T&Cs, including clause 29.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

Effective date: 19 October 2026

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