

CONSUMERS TERMS AND CONDITIONS

Legal Information

This website (the “**Website**”) is edited by Educational Testing Service Global B.V. (“**ETS Global**”), a Dutch company with a capital of 18,000 EUR, registered at the Dutch Trade Register of the Chamber of Commerce under number 34153484, with address at Strawinskyiaan 929, 1077 XX Amsterdam, The Netherlands, legally represented by its Managing Director Mr. Jérémie Rossignol.

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General

ETS Global is a fully owned subsidiary of Educational Testing Service (“**ETS**”), a non-profit corporation organized under the Education Law of the State of New York, U.S.A., ETS is the publisher and owner of the examination known as the “TOEIC® test” and the “TOEFL® test”, and of all related documentation, files, data, and any other intellectual property rights therein.

ETS Global provides You with access to this Website and the services and products available on this Website. Access to and use of this Website is governed by these terms and conditions (“**Consumer Terms and Conditions**”, or “**Agreement**”). By accessing and purchasing from the Website, You consent to be bound by the Agreement, and Your acknowledgment of and agreement to its terms. By using this Website and purchasing from this Website You also represent that You are legally able to enter into a contract.

ETS Global reserves the right, at its sole discretion, to change the Agreement at any time. Please check this Agreement periodically for changes.

Article 1 Definitions

“**Applicable Law**” means any national or international Law in force from time to time in the Territory.

“**Candidate**” means the individual registered to take a Test.

“**Complementary Products and Services**” means products or services designed to complement the Test Session purchase that cannot be ordered without being linked to a Test appointment.

“Date and Time Limit for Registration” means the date and/or time when it is no longer possible to cancel a registration for a Test.

“Examinee Handbook” means the document providing useful information that test takers should know before taking a Test as: information on the test format, content, sample questions, how to get ready for the test day and test scores. This document is accessible in the “Our Test” section as well as on the Personal Account in the “My Account” section.

“Force Majeure Event” means any event that is unforeseeable, irresistible or beyond the reasonable control of the party concerned, including without limitation fire, flood, earthquake, tsunami or other natural disaster, any regulation or law of any applicable governmental authority, terrorist act, act of war, civil commotion, labor disturbance, epidemic, sabotage, failure of the public utilities or international carriers.

“Immigration Authority” means any government authority who has the responsibility for immigration matters in the Territory.

“Intellectual Property Rights” or **“Intellectual Property”** means rights arising from or in respect of any and all copyrights, patents, trademarks, utility models, designs, trade and business names or domain names, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and other confidential information, and all other intellectual property rights of a similar or corresponding character, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.

“Law” means any statute, regulation, law, binding code of practice, court order, judgement or decree, direction, policy, code or other binding rule.

“Materials” means any and all documents, methodology, documentation, data, studies, reports, manuals, guides, training materials, instructions and other resources, without limitation, made available by ETS Global on the Website.

“Photograph” means the photograph of the face of each Candidate used at the time of his/her registration.

“Product(s)” means the tangible product(s) sold by ETS Global on the Website including but not limited to books, CD’s or other training materials.

“Personal Account” means the Registered User’s online account allowing the Registered User to purchase Products or Services on this Website.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Registered User” means any User who has a Personal Account on this Website.

“Service(s)” means the services available on the Website, including but not limited to Test Sessions, online Tests and online Materials.

“Test(s)” means the *TOEIC*® Listening and Reading Test, *TOEIC*® Speaking and Writing tests, *TOEIC Bridge*®, *TOEFL IBT*® (Internet-Based Testing), *TOEFL ITP*® (Institutional Testing Program), *TOEFL*

Junior® Test, Test de Français International (*TFI*™), *WorkFORCE*®, and other tests which may be developed by ETS Global in the future and which are offered on this Website.

“Test Session(s)” means the test session(s) organized for the administration of the Tests.

“Territory” means the country of the domicile of the Registered User.

“User” means any visitor of the Website.

“Voucher” shall mean a code purchased by an organization for a Candidate to register for a public Test Session appointment within a specific validity period.

“You” or **“Your”** means the person entering into this Agreement with ETS Global.

Article 2 Personal use

2.1. Under this Agreement, ETS Global gives You permission to access and use the Website for Your personal use, and to copy, distribute and transmit the content of the Website only to the extent that such copying, distribution, and transmission is done through Your browser software and is incidental to the use of the Website for Your personal use. You may also print a copy of the information displayed on the Website for Your personal use. That means, that except as set forth above, You may not modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer or sell any information, Products or Services obtained by Your use of the Website. This restriction means, among other things, that You may not mirror on Your own website any portion of the Website or display through Your own website any results pages or other information from the Website without ETS Global's prior express written permission.

2.2. The technology underlying, and content within, the Website is owned by ETS Global and is protected by its Intellectual Property Rights or other proprietary rights. If You use the Website other than as provided above, You may violate the Applicable Law (including in relation to Intellectual Property Rights) and may be subject to damages. ETS owns and retains all Intellectual Property Rights on the technology underlying and content within this Website, and reserves all rights not explicitly granted to You in this Agreement.

When using this Website You represent and warrant that:

the information provided by You to ETS Global is not false or misleading;

- You will be using the Products and/or Services in the Territory;
- You will not violate any Applicable Law;
- You will not infringe in any manner any Intellectual Property Right of ETS, ETS Global or any third party.

Article 3 Trademarks and other Intellectual Property Rights

3.1. *TOEIC*® Listening and Reading Test, *TOEIC*® Speaking and Writing tests, *TOEIC*® Official Learning and Preparation Course, *TOEIC Bridge*®, *TOEFL iBT*® (Internet-Based Testing), *TOEFL iBT*® Online Prep Course, *TOEFL ITP*® (Institutional Testing Program), *TOEFL*® PBT (Paper-Based Testing), *TOEFL Junior*® Test, *TOEFL*® Practice Online, Test de Français International (*TFI*™), *Propell*® Teacher Workshop for the *TOEIC*® Tests, *Propell*® Teacher Workshop for the *TOEFL iBT*® Test, *GRE*®, Educational Testing Service, ETS, ETS Global are registered trademarks and trade names of ETS.

3.2. All Intellectual Property Rights and other rights in the Product and Service names, company names, trade names, trademarks, graphics, logos, page headers, button icons, scripts, Product packaging, trade dress and designs of ETS (“**ETS Rights**”) whether or not appearing in large print or with the trademark symbol, belong exclusively to ETS and are protected from reproduction, imitation, dilution, or confusing or misleading uses under the Applicable Law relating to Intellectual Property. Any use by You of the ETS Rights other than for the purpose of accessing the Website and benefiting from the Services in accordance with the Agreement, is expressly prohibited, and nothing stated or implied on this Website confers on You any license or right to any of ETS Rights.

Article 4 Access to the online store of the Website

4.1. In order to purchase Products or Services on the online store of the Website, You can be a Registered User and create a Personal Account based on an email address You provide and You will generate a password.

4.2. This password and login are strictly private and confidential between You and ETS Global and must not be passed on or shared with any third parties.

4.3. If you created an account with us, you can access your information and (if applicable) your test results by logging in to your account. The Registered User is the owner of the Test result.

4.4. The test results are only available on the Personal Account of the Registered User and cannot be send by e-mail.

4.5. Registering and taking a Test

4.5.1. Registering someone else as a Candidate

a. When registering someone else as a Candidate for a Test Session, You agree that the name indicated as Candidate’s name during the registration will correspond to the real name of the Candidate. When taking the Test, the Candidate will follow all processes and procedures to ensure the integrity of the Test administration, including processes and procedures enabling to ensure that he/she matches the registered Candidate.

b. You shall ensure that the Candidate confirms that, before taking the Test he/she has read the Examinee Handbook for the Test that he/she has registered for and agrees to the conditions set forth in the Examinee Handbook. The Examinee Handbook can be downloaded from the Website section “Our Tests” as well as on the Personal Account section “My Account”, subsection “Tests to come”.

c. You shall confirm that:

- You are authorized to register the candidate on his/her behalf, and, upon request, you are able to share proof of this authorization;
- You acknowledge that you are responsible for the correctness and completeness of the data that you process upon subscription on behalf of the candidate;
- If you are a controller, you will also guarantee that the data, which are used for the subscription of the candidate, are received lawfully in accordance to article 6 of the European Regulation n° 2016/679, General Data Protection Regulation (“**GDPR**”).

You recognize that ETS Global cannot be responsible nor liable in case you do not have the appropriate authorization to subscribe a Test taker or legal basis as required by GDPR.

4.5.2. Registering yourself as a Candidate

a. When You register for a Test Session, You agree that the name indicated as Candidate's name during the registration will correspond to Your real name. When taking the Test, You will follow all processes and procedures to ensure the integrity of the Test administration, including processes and procedures enabling to ensure that You match the registration.

b. You confirm that, before taking the Test, You have read the Examinee Handbook for the Test that You have registered for and agree to the conditions set forth in the Examinee Handbook. The Examinee Handbook can be downloaded from the Website section 'Test & Preparation', subsection 'More about' the relevant Test.

4.5.3 Compliance with a government authority's requirements

If requested at any time during the registration process, You will confirm to ETS Global whether or not You are taking the Tests to satisfy the requirements of any government authority, in particular an Immigration Authority.

4.5.4. Compliance with security procedures

For security reasons, some test centers are obliged to apply strict requirements ensuring the security of everyone. For this purpose, all suitcases, bags, backpacks, as well as all oversized baggage are forbidden inside the test center and its rooms. The Candidates must organize themselves so as to keep with them only the things absolutely necessary and authorized for the test. Only a handbag, or a small school bag can be brought in by the Candidate who can be asked to open such bag by the teams in charge of controlling it.

In the event of non-COMPLIANCE with the abovementioned security requirements, the access to the Test center can be refused to the candidate concerned, without any reimbursement of the amounts paid by such candidate.

4.5.5. Compliance with GDPR requirements

If you are a controller, you will guarantee to ETS Global that the data, which are used for the registration of someone else as a candidate for a Test session, are received lawfully in accordance to article 6 of the GDPR.

Article 5 Disclaimer of warranties and limitation of liability

5.1. This Website is provided by ETS Global on an "as is" and "as available" basis. ETS Global makes no representations and warranties of any kind, express or implied as to the operation of this Website or the information, content, products and services provided on or through this Website.

5.2. ETS Global does not guarantee that the Website shall function without interruption or error. In particular, the use of the Website may be interrupted at any time for the purposes of maintenance, updates or technical improvements and/or to develop its content and/or presentation. Whenever reasonably possible, ETS Global shall inform its users prior to maintenance works or updates.

5.3. Subject to the paragraph immediately below, ETS Global disclaims all liabilities arising out of and in connection with non-functioning, non-availability or adverse conditions of usage of the Website, including as a result of faulty or inappropriate hardware, problems experienced by any internet service provider, disruption of internet networks and/or other causes outside the reasonable control of ETS Global. Nothing in this Agreement shall limit the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation or for any other matter where it is unlawful to exclude or limit liability in the Territory.

5.4. ETS Global shall not be liable under this Agreement, whether liability is asserted in contract, tort or otherwise and to the extent permitted by the Applicable Law, for any indirect, incidental or consequential damages, whether foreseeable or not (including damages for loss of profits, business interruption, loss of business information, loss of clientele or any other pecuniary loss).

5.5. ETS Global is not responsible for the security of personal belongings of the Candidates in the test centres during the Test Sessions and shall not be liable for any loss, theft or damage which may occur.

Article 6 Privacy and Personal Data processing

6.1. General

a. ETS Global does not process Personal Data from Users of the Website unless Users have provided such information to ETS GLOBAL (for example, when becoming a Registered User) or given their consent to the collecting of their Personal Data by ETS Global (for example, when using cookies). ETS Global's Personal Data processing practices are further described in its [privacy policy](#) at (the "Privacy Policy"). ETS Global's Privacy Policy is part of this Agreement, and You hereby agree to the use of Your Personal Data as described in the Privacy Policy. You should read our Privacy Policy carefully before using this Website and providing any Personal Data to ETS Global.

b. As specified in the Privacy Policy, ETS Global endeavours to take all appropriate security measures to protect the Users' Personal Data processed by it. However, ETS Global cannot guarantee the safety of the internet and cannot prevent interception and further use by an unintended recipient of Personal Data provided by You over the internet. For more details, please consult the [Privacy Policy](#).

6.2. Photographs

a. In order to ensure the efficiency and the security of the administration of the Tests, a Photograph may be taken at the time a Candidate takes a Test.

b. In this regard, You must authorize (if You are registering yourself as a Candidate) or ensure that the Candidate authorizes (if You are registering someone else as a Candidate) ETS Global, as well as any service provider and/or partner of ETS Global engaged by ETS Global to administer and provide the Tests, to use the Photograph for communications to and within ETS Global and to include the Photograph with any Test result reports issued by ETS Global to the Candidate, to third parties as requested by the Candidate and/or to government authorities, including an Immigration Authority, in connection with requests made by the Candidate to such government authorities.

c. Photographs are used, inter alia, to confirm the identities of Candidates, and by providing a Photograph to ETS Global, a Candidate is confirming that the Photograph is a true likeness.

d. Photographs are retained by ETS Global and by service providers and/or partners of ETS Global administering the Tests for a period of three years from their submission. Photographs may be retained for as long as required for the purposes of the defense of legal claims and solving disputes, for Test Security purposes, or if necessary, for compliance with statutory obligations. ETS Global may not be able to control how long Photographs are retained by third parties who receive the Photographs at the request of the Candidate and/or by government authorities, including an Immigration Authority, from whom the Candidate has made a request.

e. You must confirm (if You are registering yourself as a Candidate) or ensure that the Candidate confirms (if You are registering someone else as a Candidate) having voluntarily consented to have a photograph taken of your/his/her face and expressly renounced any right or opposition to use the Photograph as provided for in this Agreement. To the fullest extent admitted by the Applicable Law,

Candidates hereby waive any demand, claim, cause of action, damages or liabilities based on any data protection or privacy right, in relation to the use of their Photographs in accordance with this Agreement.

6.3. Personal Data sharing with third parties

ETS Global understands that certain Candidates will be taking the Tests to satisfy certain legal requirements, such as immigration requirements, and in particular the requirements of an Immigration Authority (“**Mandatory Qualification**”). Accordingly, You understand that government authorities who recognize Tests for purposes of Candidates meeting a Mandatory Qualification may impose additional reporting requirements on ETS Global regarding the Tests, the Candidates (including their identities and other Personal Data) and their results. This may also include disclosure of their photographs. This includes inter alia, the status of Candidate Test results and the existence of concerns by ETS Global regarding the integrity of the Candidate Test results (before or after issuance) and/or the integrity and security of the procedures used during Test Sessions. You also understand that ETS Global may not be able to control the use of any such information once it is disclosed to government authorities, including an Immigration Authority. By accepting this Agreement, You hereby consent to the disclosure of such information to such government authorities, including an Immigration Authority.

Article 7 Return and cancellation policy

7.1. Return of Products

- a. You are hereby informed that You benefit from the statutory right of withdrawal within **fourteen (14) calendar days from the time you receive the Products ordered** (the “**Return Period**”), without any penalty for the return of the Products and without the need to provide any reason.
- b. The right of withdrawal may no longer be exercised for Products which can be reproduced such as video or audio recordings (CDs, DVDs, software programs, Tapes) when such Products have been unsealed.
- c. Should You wish to return a purchased Product, You must, before the end of the Return Period, notify Your intent to return such purchased Product to ETS Global by writing to the email or mail address of ETS Global customer service in the Territory (as specified in section 16 of this Agreement). For this purpose of such notification, You may use the standard withdrawal form attached to this Agreement in Appendix 1, but this is not mandatory.
- d. Once ETS Global customer service in the Territory is notified of Your intent to return a purchased Product, it shall provide you with a return number. You can then return the Product, without undue delay and at the latest within 14 days as from the notification of your intent to return such Product, to the online store from which You bought it, at your own expense, accompanied by Your invoice and the received return number. If You lose Your return number, ETS Global customer service shall provide You with a new one upon request.
- e. Returning the Product will be at your expense, and we recommend that You send us the Product to be returned by registered post with receipt notice requested and that You purchase insurance with the carrier for the value of the said Product, given that ETS Global shall not reimburse Products lost during return shipment.

f. Only new and complete Products will be accepted. Where feasible, the Products should be returned in their original packaging.

g. Any Product that has been damaged or has obvious sign of use will not be refunded.

Products which can be reproduced such as video or audio recordings (CDs, DVDs, Tapes) will not be refunded if not returned in their original sealed packaging. In the event of any non-authorized or non-conforming return of Products, ETS Global will not accept the return of the Products and will not provide a refund. The Products will be sent back to You upon request at Your expense. ETS Global will request that You send us by cheque or bank transfer the shipping costs amount before returning the Product to You.

h. Any return of a purchased Product carried out in conformity with this Agreement will be reimbursed by the same mean of payment that the one used by You during the purchase of the Product and at the latest, upon ETS Global's choice: (i) either within 14 calendar days from the time You inform our customer service in the Territory of Your intent to return the purchased Product concerned, as provided in section (c) above, or (ii) upon the receipt by ETS Global of the returned Products or upon the receipt by ETS Global of a proof confirming the return by You of the Products, whatever is earlier.

i. This article 7.1 does not apply to Vouchers and online products purchased by an organization on behalf of a Candidate.

7.2. Return of non-compliant or defective Products

a. You benefit from the statutory warranty of conformity provisions according to which ETS Global must deliver to the consumer a product which complies with the Agreement, and, in particular, with the description of the product given by ETS Global. The non-conformity of a Product discovered within 24 months following the delivery of such Product is deemed to have existed on the day of delivery, unless ETS Global proves the contrary.

Pursuant to the Applicable law, You also benefit from the statutory warranty of latent defects, *i.e.* any defects which make the product unfit for its intended use or diminish the possibility of this use to such an extent that, if the consumer were aware of such defects at the moment of entering into the contract, he/she would have never bought the product, or would only have bought it at a lower price.

b. If You wish to return a Product that You consider being non-compliant or defective, in accordance with the rules recalled in section (a) above, you must, at the earliest opportunity and in any case within two years from the receipt of the Product (for the warranty of conformity) or from the discovery of the latent defects (for the warranty of latent defects) , inform the ETS Global customer service in the Territory by writing to the email or mail address as provided in section 16 of this Agreement and be allocated with a return number. We advise You to inspect all Products received upon delivery.

c. Non-compliant or defective Products must be returned to the address indicated by the ETS Global customer service in the Territory as provided in section 16 of this Agreement, without undue delay. Costs in relation to the return of the Products will be reimbursed to You.

d. We recommend that You send us the non-compliant or defective Product by registered post with receipt notice requested and that You purchase insurance with the carrier for the value of the said Product, given that ETS Global shall not reimburse Products lost during return shipment.

e. Upon receipt, ETS Global will determine whether the Product is non-compliant with the Agreement and the valid order You passed under this Agreement, or whether the Product is defective, depending on Your claims.

f. ETS Global will replace or reimburse any Product returned in accordance with the above provisions of the Agreement, provided that the non-compliance or defectiveness of such Product is confirmed by ETS Global.

g. In the event of non-conforming return of a non-compliant or defective Product, or in the event of return of a Product whose non-compliance or defectiveness was not confirmed by ETS Global, such Product will be sent back to You upon request at Your expense. ETS Global will request that You send us by cheque or bank transfer the full shipping costs for returning such Product before returning it to You.

7.3. Cancellation of Services

a. You are hereby informed that you benefit from the statutory right of withdrawal within **fourteen (14) calendar days from the time you purchase a Service (the “Cancellation Period”)**, without any penalty and without the need to provide any reason. In the event of cancellation of the Service within the Cancellation Period, you will be eligible for a full refund of all amounts paid for such Service purchased and cancelled. However, you will be liable for the transaction costs and this will not be refunded

b. You hereby acknowledge and expressly accept that you **shall not** benefit from the right of withdrawal in the following cases:

- in the event that the performance of the Service purchased is started and fully completed before the end of the Cancellation Period (including, but not limited to the case where the Service is purchased less than 14 days before the Test Session appointment);
- in the event that the Service purchased consists in providing You with online content (Online Tests and Online Materials) and that You have already been granted an access to such content.

c. You will be reimbursed by the same mean of payment that the one used by You during the purchase of the Service and at the latest within 14 calendar days from the time You inform EST Global of Your intent to return the purchased Service concerned, as provided in section (c) above.

d. Should You wish to cancel a purchased Service **after the end of the Cancellation Period**, please note that:

- Any Test Session appointment cancelled after the Cancellation Period in the Territory prior to the Date and Time Limit for Registration will be charged a cancellation fee with a maximum of 80% of the price paid.
- There are NO REFUNDS for any Test Session cancelled after the Cancellation Period in the Territory and after the Date and Time Limit for Registration applicable in the Territory.
- There are NO REFUNDS to a Registered User not showing up for their scheduled Test Session.

- There are NO REFUNDS for Test scores which are not issued to Candidates due to irregularities in the testing process.

e. This article 7.3 does not apply to Vouchers purchased by an organization on behalf of a Candidate.

7.4. Process of cancellation for Products and Services

Should You wish to cancel a purchased Service **before the end of the Cancellation Period**, You must follow the online cancellation process on the Website, upon the completion of which You will receive a cancellation confirmation. You can also notify Your intent to cancel such purchased Service to ETS Global by writing to the email or mail address of ETS Global customer service in the Territory (as specified in section 16 of this Agreement) which shall send You a cancellation confirmation. For this purpose of such notification, You may use the standard withdrawal form attached to this Agreement in Appendix 1.

7.5. Cancellation of Test Session by ETS Global

a. ETS Global reserves the right to cancel any Test Session without penalty. Should ETS Global cancel a Test Session, You will be informed by e-mail of such cancellation at the earliest opportunity and will be entitled to either receive a full refund of the price paid or reschedule a new Test Session date, at Your choice.

b. To the fullest extent admitted by the Applicable Law, ETS Global is not responsible for any loss or damage as a result of a cancellation of a Test Session. In any case, ETS Global shall assume no liability whatsoever in the event a Test Session is cancelled, rescheduled due to a Force Majeure Event that renders performance of the Test Session impracticable or impossible.

7.6. Changes requested by Candidates

When completing the Candidate Personal Data on the answer sheet or in the Computer based test, Candidates should ensure that they enter the correct Personal Data at the time of completion. This Personal Data will be used to create a score report. ETS Global reserves the right to refuse to modify score reports in circumstances where the score report contains incorrect Personal Data due to Candidate error at the time of completion of the answer sheet or the Computer based test. If ETS Global refuses a Candidate's request to modify his/her score report, such Candidate would be required to re-take the Test at his/her own expense.

Article 8 Prices and terms of payment

8.1. The Registered User can purchase Products or Services by credit card or by any other payment method as provided on the Website.

8.2. Products and Services are provided in consideration of a price which is specified in the Registered User shopping cart before the Registered User checks out the Services, he/she wishes to access, or the Products he/she wishes to purchase. Once the Registered User checks out and confirms his/her order, ETS Global shall then confirm the receipt of the order.

8.3. In any event, prices and terms of payment for various Products and Services are accessible on the Website.

8.4. ETS Global reserves the right to amend the prices and terms of payment of the Products and Services at any time.

8.5. The prices indicated on the Website are inclusive of taxes. The applicable taxes are those which are displayed on the screen when the address of delivery of the Product is indicated. For Products the prices indicated therein do not include delivery, the possible delivery costs are indicated to the Registered User as Products are chosen and are invoiced at the end of the order in addition to the price of the Products.

8.6. Extra costs apply for online transactions made on the online store of the Website

Article 9 Availability

ETS Global will honor Your order when the Products are available in stock. In the event that a Product is not in stock, we will contact You no less than five (5) calendar days as from Your purchase order date to inform You how long it will be before we are able to deliver that Product. This delay shall not exceed 40 calendar days from Your purchase order date. Any price paid will be refunded as the sole and exclusive remedy.

Article 10 Delivery and risk of loss

10.1. The Products bought on the Website will be delivered to You within 28 business days, to an address in the Territory, as given by You when You place your order. In the event that You want your Products delivered in another country where ETS Global is present, You must purchase Your order through the version of the Website that corresponds to that other country.

10.2. All Products purchased from the Website are transported and delivered to You by an independent carrier not affiliated with, or controlled by, ETS Global. Title to Products purchased on the Website, as well as the risk of loss for such Products, passes to You when ETS Global delivers these items to an address in the Territory, as given by You when You place Your order.

Article 11 Choice of law, waiver and severability

This Agreement shall be governed by the laws of the Netherlands without regard to its conflict of law provisions. If You are a consumer having Your habitual residence outside of the Netherlands and within one of the member states of the European Union, such choice of law may not have the result of depriving You of the protection afforded to You by provisions that cannot be derogated from by agreement by virtue of the law of the country where You have Your habitual residence.

A party's failure to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor

to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Article 12 Jurisdiction

You agree to submit to the exclusive jurisdiction of the competent court in the Netherlands any dispute arising from this Agreement, including, without limitation, the validity, interpretation, termination, enforcement or a breach of this Agreement. If You are a consumer domiciled outside of the Netherlands and within one of the member states of the European Union, such choice of jurisdiction is without prejudice of Your right to benefit from the jurisdiction of the country where You are domiciled.

Article 13 No assignment

Only the Candidate whose name was provided during the purchasing process on the online store of the Website registering for a Test Session appointment will be allowed access to the Test Session.

Article 14 Rights of third parties

Save as explicitly stated herein, the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement.

Article 15 Force Majeure Event

Any delay or failure of performance by either party pursuant to this Agreement shall not be considered a breach of this Agreement if and to the extent caused by a Force Majeure Event. A party experiencing a Force Majeure Event, shall, as promptly as reasonable under the circumstances, notify the other party of the occurrence of said event and make every commercially reasonable effort to find a work-around solution.

Article 16 Contact details of the ETS Global custom service in the Territory

For any notification and/or information request, please contact us here.

You can also contact us:

ETS Global BV

ETS Global customer service

Address: 43 - 45 rue Taitbout 75009 Paris, France

Tel.: +33 1 40 75 95 20

E-mail: contact-emea@etsglobal.org

Appendix 1

Withdrawal Form

To **ETS Global BV**

ETS Global customer service
located at 43-45 rue Taitbout 75009 Paris,
France

Tel.: **+33 1 40 75 95 20**

E-mail: contact-emea@etsglobal.org

I hereby notify you of my intent to exercise my right of withdrawal concerning the purchase of the following **Product/Service**:

[please clearly identify the Product/Service concerned]

ordered on **[date]** and received on **[date]**

Name of the purchaser: **[to be completed]**

Delivery address: **[to be completed]**

Signature of the purchaser (for hard copy form only): **[to be completed]**

Date: **[to be completed]**