

Trinity Results Verification Application ('TRV') - Terms and Conditions of Use

IMPORTANT NOTICE

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

Introduction

1. About the Terms and Conditions

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

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

2. About us

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

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

The Application

3. Use of the Application

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

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

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

Your account

4. Registration

4.1. To access and/or enter certain content and functionality on the Application, you must register with us and create an account. During that process you will be asked whether you have

the authority within your organisation to create and manage user accounts for other members of your organisation. If you confirm that you have, then you will be granted account management rights to enable you to conduct those activities. Users that have such rights shall be known as "Key Users". Whether you are a Key User or not, you will have to provide all the mandatory information sought during the registration process to enable you to access and use the Website. Key Users will have to provide certain such mandatory information when creating new user accounts, to enable those new users to be able to access and use the Website. Key Users will also have the power to suspend and delete user accounts that they have created. You will need to give us certain personal information requested on the registration page, and you must agree to our processing of your personal information, in accordance with our Privacy Policy. If you do not agree with the terms of our Privacy Policy you should not create an account with us and may not access such content and services through the Application.

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

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

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

5. Your use of the Application

5.1. You hereby warrant, represent and undertake:

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

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

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

5.2 You agree that you will not:

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

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

6. Linked Websites

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

Content

7. Your use of content on the Application

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

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

8. Data Protection

In this clause 8, the following definitions apply:

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

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

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

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

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

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

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

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

8.1 This clause 8 sets out the framework for the sharing of personal data between you and us as joint Controllers. You agree that you are a controller and that Trinity College London is also a controller of Trinity Candidates' Personal Data under Data Protection Laws, but that Trinity College London and you are not joint controllers. Each party acknowledges that they will regularly disclose to the other Trinity Data collected for the Agreed Purposes.

8.2 Each party shall ensure that it complies with the Data Protection Laws and all other applicable national data protection laws at all times. 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 Processing Authority in the EEA, give grounds to Trinity to terminate this agreement with immediate effect.

8.3 You shall, in respect of any Trinity Data, ensure that:

- (a) you provide Trinity with contact details of at least one employee as a point of contact and responsible manager for all issues arising out of the Data Protection Laws, including the training of relevant staff, the procedures to be followed in the event of a Data Security Breach, and the regular review of its compliance with Data Protection Laws;
- (b) your privacy notices are clear and provide sufficient information to Trinity Candidates for them to understand which of their personal data will be shared by you with us, the purpose of sharing their personal data and the identity of Trinity. This includes notice that, on the termination of any processing relationship between us, personal data relating to them may be retained by, or as the case may be, transferred to us or one or more of the Permitted Recipients, their successors and assignees;
- (c) you have all the necessary consents in place to enable the lawful transfer of Trinity Data to us and to any other Permitted Recipient for the Agreed Purposes;
- (d) you do not engage any third party (other than your members of staff) to process any Trinity Data without our prior written approval and that, upon receiving such approval, such Permitted Recipient (i) enters into a data processing agreement with you (including obligations of confidentiality) on terms which are no less onerous than those imposed under these Terms and Conditions, (ii) is provided with clear processing instructions in writing and (iii) registers with us for the use of Trinity's permitted online systems, including (without limitation) the Application.
- (e) the Trinity Data is accurate and kept up to date at all times;

- (f) you do not transfer any Trinity Data outside of the EEA unless the transfer complies with Data Protection Laws and these Terms and Conditions of use, including, but not limited to, section 8.a or section 8.b as applicable; and
- (g) you maintain complete and accurate records and information to demonstrate your compliance with the provisions of these Terms and Conditions.

8.4 Each party agrees to:

- a ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage, to personal data, and use compatible technology (as approved by us from time to time) for the processing of Trinity Data on the Application to ensure there is no lack of accuracy resulting from personal data transfers;
- b provide the other party with such reasonable cooperation and assistance as is necessary to enable each Party to comply with its obligations as a Controller in respect of Trinity Data, including to enable each Party to comply with the rights of Trinity Candidates in respect of their personal data and to respond to any other queries or complaints thereof, having promptly notified the other party of any subject access request or other query or complaint received from any Trinity Candidates;
- c have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the Data Protection Laws and any associated guidance, including any other national data protection laws applicable to a party; and
- d notify the other party within 72 hours in the event of a Data Security Breach and provide to the other reasonable assistance as is necessary to facilitate the handling of any such Data Security Breach in an expeditious and compliant manner.

8.5 You will indemnify us against all liabilities, costs, expenses, damages and losses (including without limitation any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs calculated on a full indemnity basis and all other reasonable professional costs and expenses) suffered or incurred by Trinity arising out of or in connection with you (or your employees', agents' and Permitted Recipients') breach of Data Protection Laws, provided that we give you prompt notice of any such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and mitigate your own losses as far as is reasonable possible.

8.a Data transfers from the European Economic Area (EEA) to the UK – applicable to data controllers in the EEA only

Where you provide personal data to us via the Application and in doing so transfer personal data from the EEA to the UK, Trinity College London and you agree to comply at all times with the provisions of the EU Standard Contractual Clauses set out in clause 8.c in order to ensure that adequate safeguards are in place to protect the rights of Trinity Candidates whose data is to be transferred out of the EEA to the UK. For the avoidance of doubt, the EU Standard Contractual Clauses set out in clause 8.c shall supersede any EU Standard Contractual Clauses previously entered into between Trinity College London and you in relation to the transfer of the personal data of Trinity Candidates from you to Trinity College London for the purpose set out in Annex B.

For purposes of the EU Standard Contractual Clauses in clause 8.c:

- **'the data exporter'** shall mean you; and
- **'the data importer'** shall mean Trinity College London,

each a **'party'**; together **'the parties'**.

8.b. Data transfers to an area outside the European Economic Area (EEA) and the UK – applicable to data controllers located outside the EEA only

Whenever you import personal data from the Application and process it outside the UK or the EEA, we are required to ensure that adequate safeguards are in place to protect the rights of data subjects whose data is to be transferred out of the UK or the EEA. Accordingly, where you transfer personal data from the Application and in doing so transfer it outside the UK or the EEA, Trinity College London and you agree to comply at all times with the provisions of the EU Standard Contractual Clauses set out in clause 8.c in order to ensure that adequate safeguards are in place to protect the rights of Trinity Stakeholders whose data is to be transferred out of the UK and the EEA. For the avoidance of doubt, the EU Standard Contractual Clauses set out in clause 8.c shall supersede any EU Standard Contractual Clauses previously entered into between Trinity College London and you in relation to the transfer of the personal data of Trinity Stakeholders from Trinity College London to you for the purpose set out in Annex B.

For purposes of the EU Standard Contractual Clauses in clause 8.c:

- **'the data exporter'** shall mean Trinity College London; and
- **'the data importer'** shall mean you,

each a **'party'**; together **'the parties'**.

8.c EU Standard Contractual Clauses

For the purposes of the clauses in section 8c,

(a) 'Personal data', 'special categories of data/sensitive data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority/authority' shall have the same meaning as the GDPR (whereby **'the authority'** shall mean the competent data protection authority in the territory in which the data exporter is established);

(b) 'the data exporter' shall mean the controller who transfers the personal data;

(c) 'the data importer' shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d) 'clauses' shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time. It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information.
- (e) Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I (d).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:

- (i) the data protection laws of the country in which the data exporter is established, or
- (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
- (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Option h(iii)

Initials of data importer: data importer's agreement to the entire EU Standard Contractual Clauses includes agreement to the selection h(iii) indicated above.

- (i) It will not disclose or transfer the personal data to a third-party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third-party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third-party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third-party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I (b), clause I (d), clause I (d), clause II (a) e, clause II (c), clause II (d), clause II (e), clause II (h) , clause II (i), clause III (a), clause V, clause VI (d) and clause VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal

data by the data importer under clause 2(h) which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by 6.2 (a)(i), clause 6.2(a)(ii), or clause 6.2.(a)(iv) above the data importer may also terminate these clauses.
- (c) Either party may terminate these clauses if
 - (i) any Commission positive adequacy decision under (i) any Commission positive adequacy decision under Article 25(6) of the Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or
 - (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI (c) does not exempt them

from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause (d). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in the GDPR, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause 0.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and (ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties;

or

(b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

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

Candidates

Candidates' parents or legal guardians

Others:

Purposes of the transfer(s)

The transfer is made for the following purposes:

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

Categories of data

The personal data transferred concern the following categories of data:

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

Recipients

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

Employees of either party on a need to know basis

Sensitive data (if appropriate)

n/a

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

The Users' contact details recorded on the Application

Additional useful information (storage limits and other relevant information)

n/a

Contact points for data protection enquiries

YOU

The Application user

At the email address specified in your
Verify user account

US, TRINITY COLLEGE LONDON

dpo@trinitycollege.com

9. Third party content and software

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

General

10. Our liability to you

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

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

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

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

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

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

10.7. Save in the case of death or personal injury caused by our negligence or the negligence of our employees, where we have acted fraudulently, or save in relation to our obligations relating

to data protection as set out in clause 8, 8 a, 8 b or 8 c, our total liability to you under these Terms and Conditions for any losses suffered by you will never exceed £5,000.

11. Your further obligations to us

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

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

12. Termination and assignment

12.1. We will determine, in our discretion, whether there has been a breach of these Terms and Conditions through your use of the Website or otherwise. We reserve the right to terminate your account, your access to the Application and/or this agreement at any time with or without cause or notice. Any person who holds such a suspended or terminated account must not re-register on the Application without our prior consent.

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

13. General

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

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

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

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

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

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

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