

PeopleCert Privacy Policy

This Policy describes how companies in the PeopleCert group (together “PeopleCert” or “we”) collect and process data which identify individuals (“Personal Data”) of customers and other users of our services (“Users”, “you”), and your associated rights. This Policy applies to PeopleCert products and services, including websites operated by PeopleCert. Your privacy is extremely important to us and we are committed to offering you a safe and hassle-free experience while visiting our websites and using our services.

1. How We Collect and Use Personal Data

We may collect and/or process your Personal Data only as stated in this Policy, for the purposes described below.

a. Certification Services

PeopleCert provides examination and certification services (“Certification Services”) as a Personnel Certification Body and Accredited Examination Institute. We may collect your Personal Data (including name, address, email address, phone number, photo ID, and other information) to confirm your identity, deliver examinations, and ensure the validity of the certification process. Certain Personal Data is required to be collected under our procedures to provide you Certification Services and other Personal Data is collected to provide you with a good experience. In the process of providing Certification Services, we create additional Personal Data, including examination results.

Some of our Certification Services are offered in cooperation with other organisations (“Test Owners”) and/or are provided in conjunction with business partners (“Partners”) who are authorised and approved by PeopleCert. Some authorised Partners may also provide training services related to PeopleCert certifications. We may share your Personal Data with those Test Owners and Partners to the extent necessary to provide you Certification Services.

We may disclose Personal Data to third parties in the following circumstances:

- if we have obtained your consent to do so
- when we are required by law or court order, or by a regulatory or governmental authority legally authorised to request such disclosure
- if required to protect the rights, property or safety of PeopleCert its business partners or Test Owners.

PeopleCert maintains a registry containing details of all certified persons. As a Personnel Certification Body and Accredited Examination Institute we operate publicly available Certificate Verification Service (“CVS”) accessible via our website www.peoplecert.org. The CVS allows Users and third parties (e.g. employers) to confirm the authenticity and accuracy of any PeopleCert certificate by entering the serial number of the relevant certificate.

We do not sell, share, rent, forward, exchange or otherwise pass on any Personal Data to third parties, other than in the specific circumstances described above.

b. Online Proctoring

PeopleCert optionally offers examinations through the PeopleCert Online Proctoring services, for Users who wish to take an online exam at their preferred time and location (i.e. almost anywhere they have internet access). PeopleCert Online Proctoring connects Users via webcam directly to an authorised PeopleCert proctor (invigilator), who guides them throughout the exam and monitors the exam session. The service records the exam session (video, sound and User’s computer desktop), ensuring its security and integrity. Recordings are retained for one (1) year to provide a record of examination integrity.

c. Online Account

All PeopleCert examination candidates (and in certain circumstances other Users) must have an online account (“PeopleCert Account”), which is created and accessible via the PeopleCert website. Users also may voluntarily create an Account. Your Account contains some or all of the Personal Data that we hold about you, and makes it easier for you to use our services. You may request deletion of your Account at any time by emailing customerservice@peoplecert.org, although this may reduce our ability to provide you services.

We may be required to retain certain Personal Data after account deletion to ensure the functioning of Certification Services.

d. Customer Support Services

PeopleCert offers 24/7 customer support to Users (both organisations and individual Candidates), through email, telephone and online chat. Telephone calls and online chats may be recorded for monitoring and training purposes, and to improve our services. Telephone recordings are retained for up to fifteen (15) days, and online chat recordings and emails are retained for up to one (1) year.

e. Marketing Communications

If you have opted in to receiving marketing communications from PeopleCert, we may occasionally contact you via various means (e.g. email, SMS, telephone) to inform you of new PeopleCert products and services, and other PeopleCert developments. Partners and Test Owners are not permitted to use your Personal Data for marketing or similar purposes, unless specific consent has been given by you. You have the option of opting out of such communications at any time, by using the “unsubscribe” links in the communications or by contacting us at customerservice@peoplecert.org.

f. Surveys

From time to time PeopleCert may run surveys, polls and similar initiatives (“Surveys”), to request information from Users to assist us to improve our products, services and operating practices. Participation in Surveys is always voluntary, and Personal Data provided in Survey responses will always remain strictly confidential. The results of Surveys may be aggregated and anonymised, and such anonymised information may be shared with third parties.

g. Cookies

PeopleCert uses cookies on its websites to optimise user experience, enhance security and combat fraudulent and/or malicious web activity. These cookies contain information about your login status. You can adjust your browser settings to refuse or limit cookies. However, if you do not accept cookies, you may not be able to use parts of our websites.

We also use Google Analytics to improve the content and functions of our websites (by collecting information about how visitors use the sites), and the Google AdWords service to provide you with customised advertisements that suit your interests and preferences. Google anonymously collects information such as age, gender, geographical location, webpage views and visits to other websites, including using cookies. You can manage cookie preferences through your Google account, by going to Google Account Settings and editing your preferences. To opt out of being tracked by Google Analytics, you can visit the relevant Google page.

2. Services to Children

Where the User of our services is a child below the age of 16 years, we will request consent for the collection and processing of Personal Data from a holder of parental responsibility over the child.

3. Retention of Personal Data

Where retention of Personal Data is required by law, PeopleCert complies with required retention periods. In other circumstances, PeopleCert retains Personal Data for as long as necessary for the business purposes set out above. For certain specific circumstances, shorter retention periods are specified in this Policy

4. Cross-Border Transfer

We aim to comply with the data protection law in all countries where we do business, including the laws of the European Union. We transfer Personal Data across borders in accordance with applicable law. When we transfer or store Personal Data of EU residents outside the European Economic Area, we do so in compliance with the applicable EU laws on data protection (including by working with US partners who comply with the EU-US Privacy Shield).

5. Access

You have the right to access, correct or delete your Personal Data. However, you acknowledge and accept that upon deletion of specific Personal Data, certificate validation and other services provided by PeopleCert may not be available. Under EU law, you have certain rights of portability of your Personal Data to other service providers. To exercise these rights, please email customerservice@peoplecert.org.

6. Data Security and Integrity

We use appropriate technical and organisational measures to protect Personal Data from unauthorised use, access, disclosure, alteration or destruction. These precautions include physical, electronic and managerial procedures in compliance with the ISO 27000 international information security standard.

7. Online Purchases

PeopleCert offers products, exams and services for purchase remotely and electronically. Payments are processed securely by our selected payment processors. PeopleCert does not have access to any credit or debit card information. This information is securely provided by Users directly to our payment processors at the time of purchase.

8. Third-Party Sites and Services

PeopleCert websites contain links to third party websites. PeopleCert is not responsible for the privacy practices or the content of any third-party websites or services.

9. Amendments to Policy

We may revise this Policy to reflect changes in PeopleCert products or the law, or for other reasons. If we make any material change to this Policy, we will notify you by email. You will be bound by any changes to this Policy when you use PeopleCert services after we have provided notice of such changes.

10. Questions and Complaints

If you have any questions or complaints relating to this Policy, or your Personal Data that PeopleCert holds, please email customerservice@peoplecert.org. If you are an EU resident, you have the right under EU law to complain to the data protection authorities in your country regarding the processing of your Personal Data.

PeopleCert Online Terms of Service

These Terms of Service (“Terms”) apply to use of websites and associated online services operated by companies in the PeopleCert group (together “PeopleCert” or “we”), including www.peoplecert.org, passport.peoplecert.org, ib.peoplecert.org, webates.peoplecert.org, PeopleCert Online Proctoring, and reports.peoplecert.org (“Online Services”). Additional terms may apply to specific PeopleCert examination and certification services.

1. Acceptance and Conditions of Use

Registered users of PeopleCert services are required to accept these Terms. If you intend to use our Online Services as a visitor, you must comply with these Terms (if you do not agree please do not use the Online Services). Both registered users and visitors of the Online Services are referred to in these Terms as “Users”.

If you breach any of these Terms, your authorisation to use the Online Services is terminated and you must immediately destroy any materials downloaded from the Online Services.

2. Prohibited Conduct

Users shall not, directly or indirectly, perform any of the following actions:

- a. Transmit, install, upload or otherwise transfer any content, software, virus, advertisement, communication, or other item or process to the Online Services which in any way impairs their use, or adversely affects PeopleCert’s computers, servers or databases.
- b. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Online Services.
- c. Remove or modify any copyright, trademark, legal notices, or other proprietary notices from the content available via the Online Services.
- d. Breach or bypass the Online Services’ security mechanisms, or attempt to do so – this includes accessing any data or server you are not authorized to access.
- e. Use any device (such as a “web crawler” or other automatic retrieval mechanism or other means) to harvest information about the Online Services, other Users or PeopleCert.

3. Confidentiality of Certification Process and Materials

The entire certification process is confidential. Examination and certification services (“Certification Services”) are made available to individuals solely for their own assessment. In connection with Certification Services, you undertake the obligation to comply with applicable Candidate Certification Guides which are made available upon registration. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any material related to the certification process, in whole or in part, in any form or by any means including visual, aural, verbal, written, electronic or mechanical, for any purpose, without the prior express written permission of PeopleCert.

4. Access to Online Services

If you access the Online Services using a Username (e.g. Candidate ID) and a Password (e.g. Examination PIN) received from us, you are responsible for maintaining the confidentiality of your Username and Password, and for restricting access to any computer while logged in with your Username and Password. Your account is strictly personal, and should not be shared or transferred to anyone else. You agree to accept responsibility for all activities that occur under your Username and Password. PeopleCert may terminate accounts at its sole discretion for any violation of these requirements or of Candidate Certification Guides.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet servicenecessary for use of the Online Services. You will be notified by email whereany such hardware, software, equipment and service is required. This information is also available in the “Overview” section of your PeopleCert account on <https://peoplecert.org/overview>

PeopleCert will make all commercially reasonable efforts to provide uninterrupted access to the Online Services. However, PeopleCert does not warrant availability of the Online Services. Unavailability of the Online Services may occur due to factors outside of PeopleCert’s control.

The Online Services may be unavailable due to periodic maintenance or related reasons, and in such cases PeopleCert will take all commercially reasonable steps to restore access within a reasonable period. The term “commercially reasonable” means reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.

5. Intellectual Property Rights

This Online Services and all information they contain (“Materials”) are proprietary to PeopleCert and Test Owners, who reserve all intellectual property rights in all materials included in the Online Services. You should assume that everything you see, read and hear on the Online Services (such as products, trademarks, logos, service marks, images, video, audio, photographs, illustrations, text, testimonials and other materials) is copyright and/or trademark protected. PeopleCert® and PeopleCert All talents, certified.® are registered trademarks of PeopleCert. For further information on other trademarks you see on the Online Services, please visit our [Acknowledgements](#) page.

You may not sell, reproduce, distribute, modify, display, prepare derivative works of, re-post or otherwise use, store or distribute any Materials without the written consent of PeopleCert. PeopleCert reserves the right to take legal action in case of any breach of these rights and restrictions.

6. Materials Provided “As Is”

The Materials have been prepared to provide information about PeopleCert and its products and services. Whilst PeopleCert has taken reasonable care in the preparation of the Materials, the Online Services and Materials are provided on an “as is” basis and without warranties of any kind with regard to the accuracy, completeness or usefulness of any information. All warranties whether statutory or implied (including fitness for purpose, satisfactory quality and timely delivery) are hereby expressly excluded to the fullest extent permitted by law.

7. Credit Card Payment, Cancellation, Rescheduling and Refund Policy

PeopleCert offers products, exams and services for purchase remotely and electronically. Credit card payments are processed securely by our selected payment processors and are not accessed by PeopleCert. A charge from “www.peoplecert.org” will appear on your credit card statement for any purchase.

If you have made a purchase by mistake or have changed your mind, you have the right to cancel your purchase by filing a written request of cancellation within 14 days of your initial payment as follows:

i. For Exams: If you have not booked a specific exam date, cancellation can be made within 14 days from your initial purchase. If you have booked a specific exam date, cancellation can be made within 14 days from your initial purchase, provided that this date is at least 14 days prior to the exam date.

ii. For Memberships: Cancellation can be made within 14 days from your initial purchase, provided you have not activated your membership.

All requests for cancellation must be emailed to customerservice@peoplecert.org. In the event of an appropriate cancellation request, PeopleCert will provide you with a refund. Refunds will always be made to the same credit card used for purchase.

If you have booked a specific exam date but would like to reschedule your exam, you have the right to do so via your PeopleCert account. In this case, a reasonable fee may apply.

8. Links to Third Party Websites

The Online Services may provide links to other websites maintained by third parties, for your convenience only. PeopleCert has no responsibility for the content in any linked website. PeopleCert does not endorse or make any representations about them, or any information, software or other products, services or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked from the Online Services, you do this entirely at your own risk.

9. Changes to Products and Services

Products and services available via the Online Services are subject to change and removal without notice. PeopleCert will not be responsible for any additional costs, delay or liability which you or your company or agents may incur as a result of such changes.

10. Law

These terms and conditions are governed by the laws of England and Wales, and any dispute relating to the Terms and conditions shall be subject to the jurisdiction of the courts of England. You agree to indemnify PeopleCert for any claims or damages resulting from your breach of the Terms.

11. Exclusions and Limitations of Liability

To the maximum extent permitted by law, peoplecert, its suppliers, and other approved third parties shall not be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data, lost time or interruption, lost business or anticipated savings) arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information or services contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not peoplecert has been advised of the possibility of such damages. If your use of the materials, information or services from this site results in the need for additional support, servicing or repair, you assume all costs thereof. Nothing in this clause shall exclude peoplecert’s liability for personal injury resulting from negligence or for fraud.

12. Amendments to Terms and Conditions

We may revise these Terms to reflect changes in PeopleCert products or the law, or for other reasons, and the revised Terms will be posted on this page. If we make any material change to the Terms and you are a registered User, we will notify you by email. If you use the Online Services after changes have been notified, it will be deemed that you have accepted the amended Terms.

13. Severability

If a provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of the Terms.

By signing below I give Peoplecert my explicit consent to retain and transmit my personal data and test responses to Peoplecert and to the exam sponsor (either of which may be outside of the country in which I am testing). I have reviewed and I understand the information provided above and agree to follow the data privacy rules and online terms of services. This document can be accessed on Peoplecert webpage at www.peoplecert.org.

Date:

Candidate name:

Candidate signature: