

TRINITY ONLINE APPLICATION - 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. PLEASE PRINT AND KEEP A PAPER COPY AND/OR RETAIN AN ELECTRONIC COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

Introduction

1. About the Terms and Conditions

- 1.1. These Terms and Conditions apply to your use of the application Trinity Online (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.
- 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 '**Trinity**', '**us**', '**we**' or '**our**'), 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 Trinity'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.
- 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. To do so 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 and Conditions of our Privacy Policy you should not create an account with us and may not access such content and services through the Application.

- 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 account 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:
 - (a) to use the Application in accordance with these Terms and Conditions, any User Guidance that Trinity 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.
 - (b) solely to enter candidate information into the Application which has been submitted by or on behalf of a candidate via an official Trinity College London application form and/or entry form that has been completed and signed by or on behalf of the candidate or any other authorised sources of information identified in the User Guidance;
 - (c) in no circumstances to enter any personal/candidate financial information into the Application; and
 - (d) 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's entry form or from the Application, or any information which you are required by law or regulatory authority to disclose.
- 5.2. You agree that you will not:
 - (a) 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
 - (b) 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

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, edit, 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

8.1 In this clause 8, unless otherwise specifically indicated, the following definitions apply:

'Adequate' means being covered by the UK's 'adequacy regulations' and being successfully assessed by the UK in law as providing 'adequate' protection for individuals' rights and freedoms for their personal data;

'Agreed Purposes' means the transfer and processing of personal data of Trinity Stakeholders for examination, moderation, research, marketing and training purposes, and solely in connection with the promotion, delivery and award 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 in force from time to time governing the use or processing of personal data, including (where applicable) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the GDPR as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments) etc (EU Exit) Regulations 2019 (as amended) (also known as the UK GDPR), the Privacy and Electronic Communications (EC Directive) 2003, the Investigatory Powers Act 2016 and the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018 in each case, as amended, re-enacted, consolidated, revised or replaced from time to time; and (ii) 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;

'EU Standard Contractual Clauses' means the Commission Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including the text from module one and not including any of the clauses marked optional;

'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 Data' means: (i) all data (including any personal data) relating to Trinity Stakeholders (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;

'Trinity Stakeholders' means candidates and potential candidates, centres, potential centres, centre owners and staff, teachers, examiners, proctors, local representatives, centre representatives, employees and any other stakeholders from time to time dealing with or deemed to be interested in the Trinity qualifications; and

'UK Standard Contractual Clauses' means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022.

8.1 Trinity and you agree that the data management and data protection provisions set out in the separate centre contract or representative contract between Trinity and you shall apply to the processing of any Trinity Data in connection with these Terms and Conditions. In addition, this

clause 8 sets out the framework for the sharing of personal data between you and us. You agree that Trinity and you are independent data controllers of Trinity Data under Data Protection Laws. 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 UK or the EEA, give grounds to Trinity to terminate this agreement with immediate effect.
- 8.3 You shall, in respect of any personal data, including 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 Stakeholders 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 of Use, (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 UK or the EEA unless the transfer complies with Data Protection Laws and these Terms and Conditions of use; 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 Stakeholders 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 Stakeholder;
 - (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 warrant that your processing of Trinity Data under these Terms and Conditions will not cause Trinity to be in breach of applicable Data Protection Laws and that the Trinity Data provided by you to us can lawfully be processed in the manner intended by Trinity and as anticipated by these Terms and Conditions. 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. We will 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.
- 8.6 Whenever you import personal data from the Application or from us more generally and process it outside the UK in a country whose legal framework is not considered Adequate or, if we transfer personal data to you via the Application or more generally and you are located outside the UK in a country whose legal framework is not considered Adequate, appropriate safeguards are required to be in place to protect the rights of Trinity Stakeholders whose personal data is to be transferred. Accordingly, where personal data is transferred from the Application or from Trinity more generally to you, Trinity and you agree to comply at all times with the provisions set out in clauses 8.7 and 8.8 below. For the avoidance of doubt, the standard contractual clauses incorporated into these Terms and Conditions through clauses 8.7 and 8.8 below shall replace and supersede any 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.
- 8.7 Trinity and you acknowledge that in connection with these Terms and Conditions or in relation to the centre contract or representative contract between Trinity and you, Trinity may transfer personal data relating to the Trinity Stakeholders to you either via the Application or more generally. As such, Trinity and you agree to comply with the obligations as set out in the UK Standard Contractual Clauses as though they were set out in full in this Agreement, with Trinity being the data exporter and you being the data importer, with Trinity and your (via checking the appropriate box in the sign-in page) agreement to these Terms and Conditions being deemed to be the signature of the UK Standard Contractual Clauses, the date of your signing-into this Application and checking the appropriate box in the sign-in page being deemed to be the date of the UK Standard Contractual Clauses and with the Annexes to the UK Standard Contractual Clauses being as set out in Schedule 1 to this clause 8. As permitted by clause 17 of the UK Standard Contractual Clauses, the parties agree to change the format of the information set out in Part 1 of the UK Standard Contractual Clauses so that:
- 8.7.1 the details of the parties in table 1 of the UK Standard Contractual Clauses shall be as set out in Schedule 1 to this clause 8 with no requirement for signature;
- 8.7.2 for the purposes of table 2 of the UK Standard Contractual Clauses, the UK addendum shall be appended to the EU Standard Contractual Clauses (including the selection of modules and disapplication of clauses as noted in the definition of EU Standard Contractual Clauses); and
- 8.7.3 the appendix information listed in table 3 of the UK Standard Contractual Clauses is set out in Schedule 1 to this clause 8.
- 8.8 For the avoidance of doubt, the UK Standard Contractual Clauses are the data transfer agreement referenced in the data protection and data management provisions of the centre contract or representative contract between Trinity and you and clause 8.7 replaces any reference in the centre contract or representative contract between Trinity and you to reliance on consent for data transfers to countries that are not Adequate in connection with any transfers under these Terms and Conditions.

Schedule 1 to Clause 8

ANNEXES TO THE STANDARD CONTRACTUAL CLAUSES

Annex I

A: LIST OF PARTIES

Data exporter(s):

1. Name: Trinity College London
Address: Blue Fin Building, 110 Southwark Street, London SE1 0TA
Official registration number (if any): registered charity with registration numbers 1014792 (England and Wales) and SC 049143 (Scotland) and company registration number 02683033 in England
Contact person's name, position and contact details, including details of the DPO, if different: Data Protection Officer, dpo@trinitycollege.com
Activities relevant to the data transferred under these Clauses: Trinity's obligations and the activities as required by or set out in your centre contract or representative contract with Trinity.
Signature and date: As per the date of this Agreement
Role (controller/processor): controller

Data importer(s):

1. Name: You
Address: As set out in your centre agreement or representative agreement with Trinity
Official registration number (if any): As set out in your centre agreement or representative agreement with Trinity or as recorded in the Application.
Contact person's name, position and contact details: As set out in your centre agreement or representative agreement with Trinity or as recorded in the Application.
Activities relevant to the data transferred under these Clauses: The 'Exam Services' and any other activities as set out in or required by your centre agreement or representative agreement with Trinity.
Signature and date: As per the date of the Agreement
Role (controller/processor): controller

B: DESCRIPTION OF TRANSFER

MODULE ONE: CONTROLLER TO CONTROLLER

Categories of data subjects whose Personal Data is transferred:

Candidates
Applicants
Candidates'/applicants' parents or legal guardians
Teachers
Examiners
Proctors
Local or centre representatives
Trinity staff and business contacts

Categories of Personal Data transferred:

The personal data transferred concern the following categories of data:

Candidates:

Personal data may include name, age, gender, candidate number, assessment marks, results and awards, written scripts, recordings of exam performances, postal address, email address and contact details, date of birth, first language spoken at home, level of education, sensitive personal data about the data subject's health, disabilities and special educational needs, details about their personal circumstances, banking details, parent/guardian name and ID document details.

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

Personal data may include name, address and contact details.

Examiners, proctors:

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

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

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

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

Continuous basis

Nature of the processing/ processing operations:

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

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

The transfer is made for the following purposes:

For the delivery of Trinity examinations, the award of Trinity qualifications, the administration of the contractual relationship between Trinity and its service providers, and the provision of services to candidates, their parents/legal guardians, their teachers and any other representative or agent.

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

From the commencement date of your centre contract or representative contract with Trinity until one (1) year after the termination date of your centre contract or representative contract with Trinity.

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

As set out in the Schedule 1

9. Third party content and software

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 or 8.b, 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. Neither party will be liable for any failure to perform any obligation owed to the other due to reasons beyond its 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, the User Guidance 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.

Dated 18 March 2022