

IELTS on computer Candidate Agreement

Article 1. General Terms

IELTS on computer (the "Test") is a test used to certify English proficiency for overseas study or training. It is jointly owned and operated by the British Council, IDP: IELTS Australia and Cambridge English Language Assessment (collectively, the "Test Partners"). The Eiken Foundation of Japan (the "Foundation") administers and promotes the Test in Japan. (Although IELTS on Computer – Writing on Paper is a variation of the Test, the Foundation does not offer it.) The rights and obligations of applicants and candidates are set forth in these Terms and in the [IELTS Terms and Conditions](#) (the "T&Cs"). These Terms supplement matters not addressed in the T&Cs and elaborate upon or clarify matters addressed therein. In the event of any contradiction or inconsistency, the T&Cs shall prevail. By applying for the Test, applicants and candidates confirm that they have read and understood these Terms and agree to comply with them. Please refer to the IELTS for UKVI Candidate Agreement for IELTS for UKVI and the IELTS Life Skills Candidate Agreement for IELTS Life Skills.

Applying for the Test

Article 2. Candidate Eligibility and other Requirements

1. Persons under 11 years of age at the time of application may not take the Test.
2. The Test is not recommended to persons under 16 years of age (Please refer to Clause 7.2 of the T&Cs).
3. Applications of candidates under 18 years old must be made by such candidate's legal representative.
4. Candidates may not apply to take multiple tests on the same day. Should that happen, candidates will be disqualified from all tests, and test results will not be released.

5. The Foundation may refuse to allow an applicant to take the Test if the applicant falls within any of the following circumstances:

- (1) when it is determined by the Foundation that a candidate has or may invade the rights of a third-party or the rights of the Foundation and/or engage in illegal behaviour.
- (2) when the reason for taking the Test does not seem to be for assessment of English ability but for other purposes.

Article 3. Application

1. Confirmation of Test Guidelines

Please read through the T&Cs and our website, and understand the rules and regulations regarding test fees, test times, and other details before applying for the Test. By submitting your application, you are confirming that you have read and understood this Agreement and the T&Cs, and agree to abide by them.

2. Test Format

There are two types of tests: Academic module and General Training module. Both modules are comprised of the Listening test, Reading test, Writing test (hereinafter collectively referred to as the "LRW test"), and the Speaking test. The content of the Reading and Writing tests differ between the Academic and General Training modules. Individual organizations have different requirements. Make sure you check which IELTS test the organization you are applying to recognizes.

3. Registration

- (1) The number of seats at each test site is limited.
The deadline for application is 9:00 AM of the date preceding the LRW test by 3 days. However, candidates may not be able to register if all available seats are taken before the actual deadline.
- (2) Registration is completed when the applicant receives an email entitled "Confirmation of completion of IELTS registration and acceptance

of application" (the "Confirmation Email"). The Foundation shall not be liable if an application is not completed because of a defect in the registration procedure. The Confirmation Email will be sent by the next business day after payment of the test fee. If it has not arrived by that time, the applicant must contact the Foundation.

(3) Passport

It is necessary to have a valid passport in order to register for the Test. This passport must be valid on the day of the Test as well. If you fail to bring your passport or if there are any deficiency with it, you will not be permitted to take the Test and to receive any refund, regardless of the reason (Please refer to Clause 5.2 of the T&Cs).

In the event that you have renewed your passport before the Test, you must update the information regarding your passport by notifying the new passport number, the expiration date of the new passport and your nationality as well as your scheduled test date by email to the relevant test centre by 9 AM of the date preceding the LRW test date by 3 days. If the procedures above are not completed, you will not be able to take the Test nor will you be eligible for a refund or transfer.

(4) Important Notes

- A. The Foundation cannot take responsibility for the incorrect input or selection of module, test date, test site and the like, during test registration. Furthermore, the Foundation will not make changes on behalf of the candidates for such errors.
- B. The Foundation will not complete registration for candidates, if registration is not complete by the deadline.
- C. The Foundation will not undo any cancellations, even in the cancellation was by accident.
- D. Registrations will automatically be cancelled in the event of a failure to pay the test registrations fee within the applicable deadline.

(5) Candidates will not be able to take the Test if any

of the following conditions apply:

- registration is incomplete.
- payment is not complete by the applicable deadline and registration is automatically cancelled.
- when false information has been found on registration before completion of registration fee payment.
- payment of the registration fee has not been completed
- when the Foundation determines that candidates may not complete payment by the applicable deadline.
- when information is found to be inaccurate or incomplete in anyway during any part of the test registration process before completion of registration fee payment.

(6) Candidates will not be permitted to take the Test and will not be eligible for any refund if any of the following conditions apply:

- If the candidate fails to bring the original, valid passport used for registration on the test day (or, if the passport was renewed before the Test, the original renewed passport);
- If the procedure of Article 3.3.(3) has not been properly undertaken in the event of a passport renewal.
- When registered information is found to be inaccurate after payment has been complete.
 - When payment has been completed but necessary information is found to be incomplete and the registration deadline has already passed.

(7) Candidates may take the Test but will not be eligible for a refund if any of the following conditions apply:

- in the event that the applicant should have registered for IELTS for UKVI or IELTS Life Skills administered by the Foundation but mistakenly registered for the Test and the

cancellation deadline specified in Clause 3.2 of the T&Cs has passed; or

- in the event that the candidate asks for a refund for personal reasons after the deadline but both registration and payment have been completed without defects.

4. Cancellation

(1) Please refer to Clause 3.2 of the T&Cs regarding cancellations, as that clause applies.

(2) IELTS for UKVI and IELTS Life Skills are tests separate from the Test. The Test also differs from IELTS on Computer – Writing on Paper. If an applicant applies for the wrong test, the booking cannot be changed to any of those tests under Paragraph 5 of this Article; the applicant may only cancel the booking.

(3) The application for a cancellation cannot be reversed after such application has been made. Even if the request was made in error, the application and/or registration will be cancelled.

(4) When a cancellation is accepted, the Foundation will send a cancellation acceptance email to the address registered for the Test. If the applicant completes the cancellation procedure but does not receive that email, the applicant must contact the relevant test centre before the cancellation deadline. If the applicant does not contact the test centre and the cancellation deadline passes, the cancellation will not be accepted.

5. Test Transfer

Clause 3.1 of the T&Cs applies to changes to a test booking. Please refer to that clause.

6. Test-day Absence

(1) If a candidate is unable to arrive at the test site by the "Registration Starts" time stated in the Confirmation Email because of a delay in public transportation (ships, aircraft, trains or buses, excluding taxis, including a paralysis of the transportation network), the candidate may, upon

submission of the required certificate and application form, be permitted to transfer the booking or receive a refund less an administrative fee equal to 25% of the test fee. The candidate must contact the relevant test centre by email or telephone no later than 11:59 p.m. two days after the test date. The original certificate issued by the public transportation operator must reach the relevant test centre no later than 5:00 p.m. on the third business day after the Test. A refund may be refused depending on the contents of the certificate.

(2) If a candidate is absent in any of the following circumstances, the candidate may, upon submission of the required certificate and application form, receive a refund less an administrative fee equal to 25% of the test fee. The candidate must contact the relevant test centre by email or telephone no later than 11:59 p.m. two days after the test date:

A. Absence due to a serious illness (including influenza, but excluding conditions with mild symptoms, the common cold or the like). The original medical certificate confirming the serious illness must be submitted to the relevant test centre no later than 5:00 p.m., five business days after the test date. Refunds may not be given depending on the content of the supporting medical evidence..

B. Absence due to attending a wake, funeral, farewell ceremony, or the shonanoka (first seventh-day memorial service) with regard to the death of a relative within the third degree of kinship. It is necessary to submit the original or a copy of the proof such as a funeral attendance thank-you letter to show that the ritual(s) have taken place on the test date to the relevant test centre by 5:00 p.m., by 5 business days after the test date.

7. Special Considerations

In order to procure an equal and accurate evaluation of the English abilities of test candidates, special measures are available for the test for those with learning, hearing or vision disabilities. If an applicant

requires a modified version of IELTS or his/her circumstances require special arrangements to be made, such as a test in Braille, contact the test centre 4 months in advance so that preparations may be made (Please refer to Clause 5.4 of the T&Cs). Please note that depending on the circumstances, required test dates may not be available and that the required special arrangements may not be available. Please contact the pertinent test centre for more information.

Article 4. Test Date and Test Site

1. The Foundation will endeavor to meet the requests of candidates regarding test time / date and site but reserves the right to change or abolish the test date / time and site of the test requested by the applicant in the registration process (Please refer to Clause 3.4.2 and 3.4.3 of the T&Cs).
2. The finalized test time / date will be available at the Test Taker Portal. The test site for the LRW test and the Speaking test may differ. As there are procedures for registering and verifying candidate information, please strictly adhere to the times listed for "Registration starts" and "Test starts" in the confirmation email. Candidates who arrive late will generally not be allowed to take the Test.

Article 5. Confirmation Notice

Confirmation Notices will not be mailed to candidates. Details will be made available through the Confirmation Email or at the Test Taker Portal.

Test Day

Article 6. ID Registration and Confirmation

1. Because the Test is subject to strict security controls, candidate information must be registered and verified. On the test day and within the registration period, a signature sample will be obtained, the candidate's right index fingerprint will be registered, and the candidate's facial photograph will be taken and registered. If registration and verification cannot be completed within that period because of lateness, a

passport defect or another reason, the candidate may not take any test component and will not be eligible for a refund or transfer. Candidates must remove glasses, hats or other items covering the face or head, and large hair accessories, when photographed. Except for glasses, such items may not be taken into the test room and must be deposited in the baggage room. The photograph taken on the test day will be used on the Test Report Form.

2. The registered fingerprint information and facial photograph will be used for test-security purposes, including recording time logs for temporary exits such as restroom breaks and carrying out identity-verification procedures. Check-in and check-out for the Speaking test will also be managed by verifying the registered fingerprint information and facial photograph.
3. Please refer to Clause 2.7 of the T&Cs regarding the possibility of video recording taking place on the day of the Test for the purpose of test security management.

Article 7. Precautions and Note of Prohibited Issues

1. Compliance Requirements

- (1) On the test day, candidates must review and comply with the T&Cs, the Confirmation Email, all announcements made by the test personnel (including invigilators and the person responsible for the test room), and all precautions and prohibitions posted at the test site.
- (2) If candidates believe that factors such as the testing environment or the administration process caused a deterioration in your physical condition - thereby affecting your test results - or if candidates have any other complaints regarding test administration, please report the issue to the test personnel on the day of the exam or contact the test centre before the results are announced whenever possible (Please refer to the Clause 5.9

of the T&Cs).

2. Changing your identity with another candidate

Having a third party take the Test on one's behalf and transferring the right to take the Test to a third party are prohibited; such actions shall be deemed the Misconduct defined in Article 18. If your ID is not sufficient on the test day or if we cannot find your registration, you will not be allowed to sit the Test.

3. Management of Personal Belongings

Personal belongings other than what is required in the test room should be placed in your bag and left in the luggage room. The room will be locked for the duration of the Test and all reasonable measures to secure personal belongings will be taken. The Foundation will not be liable for any loss or theft of personal belongings at the test site, so refrain from bringing anything of high value and keep the amount of personal belongings minimal (Please refer to the Clause 5.8 of the T&Cs).

Article 8. Personal Belongings

1. Required belongings

- Passport: the original passport which is valid on the day of the Test must be brought to the test site. This must be the same one used for registration.

2. Items that may be brought in and used

(1) Items which are allowed in the test room during the LRW test

- Original passport (no covers; stickers must be taken off)
- One clear transparent plastic bottle of water (label of the bottle must be removed; soda water is not allowed)

(2) Items which are allowed in the test room during the Speaking test

- original passport used for registration and for confirmation during the LRW test (no covers; stickers must be taken off)

3. Prohibited Items

(1) Anything not listed above is treated as personal

baggage, must be placed in the location designated by the Foundation, and may not be brought into or used in either the LRW or Speaking test room. A candidate who wishes to bring in or use an item for an unavoidable reason, including a health-related reason (such as eye drops, crutches or regular medication), must apply to the relevant test centre no later than two weeks before the test date.

- (2) The Foundation will not be responsible for the loss or theft of any personal belongings so refrain from bringing valuable items to the test site.

Article 9. Disclosure of Test Content

The contents of the Test are confidential. Candidates may not remove from the test room any Topic Card or other item distributed during the Test, or any equipment used for the Test. Candidates may not reproduce, disclose or leak any part of the test questions, including by posting them on the Internet. Any such act will be treated as Misconduct under Article 18.

Article 10. Recording during the Test

Taking photographs or recordings of the test site, as well as disclosing or making public any information regarding the test to others, is strictly prohibited; any such actions will be considered as the Misconduct defined in Article 18.

Article 11. Delays and Late Arrivals

1. LRW test

- (1) Failure to arrive at the test site by the time listed as "Registration Starts" in the Confirmation Email, or failure to complete the registration and verification of candidate information by the time listed as "Test Starts" in the same email, constitutes "late arrival"; as a general rule, late arrivals will not be admitted. In the event of late arrival, the right to take the Test is forfeited immediately,

unless Paragraph 2 or 3 of this Article applies. No refunds or transfers will be given for such late arrivals. Please make sure that you arrive at the test site with plenty of time in case of accidents and delays(Please refer to Clause 5.5 of the T&Cs).

- (2) If candidates are unable to arrive on time at the test site because of delays in public transportation (including ship, airplane, train, and bus, but excluding taxis; also includes paralysis of the transportation network), exceptions may be made and candidates may be able to take the Test. In such cases, candidates are asked to bring the original certificate of delay issued by the authorities of such public transportation to the test site on the day. Candidates will be asked to submit the official form as well as completing and signing the 「Delay Notification Form 遅延申告書・誓約書」. If candidates do not agree to filling in the form, candidates will be unable to sit the Test. Note that the test centre may ask for clarification or further proof of details at a later date after submitting the form by email or telephone. If, even after submitting the original official form and 「Delay Notification Form 遅延申告書・誓約書」, the test centre decides that an exception cannot be made, results will not be released nor will candidates receive a Test Report Form even if candidates have taken the Test.
- (3) Exceptions may be made and candidates may be able to take the Test with the submission of an official original delay form by the authorities and the completion of a 「Delay Notification Form 遅延申告書・誓約書」 specified in Paragraph 2 of this Article. However, if circumstances do not allow for candidates to take the Test on the actual day or if the candidate prefers to take the Test on a different day, notify the pertinent test centre by 11:59 p.m. two days after the test date, via email, with details of the route and time taken and a request for a transfer. Do not directly contact the actual test site. Furthermore, transfer requests may

not be accepted due to scheduling issues.

- (4) If conditions stipulated under Article 3.6(1) are met, refunds may be accepted. In this case, the test fee minus an administration fee of 25% of test fee, will be refunded.

2. Speaking test

- (1) Failure to arrive at the test site by the time listed as "Registration Starts" in the Confirmation Email, or failure to complete the registration and verification of candidate information by the time listed as "Test Starts" in the same email, constitutes "late arrival"; as a general rule, late arrivals will not be admitted. In the event of late arrival, the right to take the Test is forfeited immediately. No refunds or transfers will be made so allow for plenty of time in case of accidents and delays(Please refer to Clause 5.5 of the T&Cs).

- (2) If candidates are unable to arrive at the test site by the time of their Speaking test because of delays in public transportation (including ship, airplane, train, and bus, but excluding taxis; also includes paralysis of the transportation network), exceptions may be made and candidates may be able to take the Test. Please bring the original Transportation Delay Form issued by the authorities to the test site on the day. Candidates will be asked to submit the official form as well as completing and signing the 「Delay Notification Form 遅延申告書・誓約書」. If candidates do not agree to filling in the form, candidates will be unable to sit the Test. Note that the test centre may ask for clarification or further proof of details at a later date after submitting the form by email or telephone.

If, even after submitting the original official form and 「Delay Notification Form 遅延申告書・誓約書」, the test centre decides that an exception cannot be made, the candidate will no longer be eligible to take the Test and the results will not be released nor will candidates receive a Test Report Form even if candidates have taken the Test.

- (3) Exceptions may be made and candidates may be able to take the Test with the submission of an official original delay form by the authorities and the completion of a 「Delay Notification Form 遅延申告書・誓約書」 specified in Paragraph 2 of this Article. However, if circumstances do not allow for candidates to take the Test on the actual day or if the candidate prefers to take the Test on a different day, notify the pertinent test centre by 11:59 p.m. two days after the test date, via email, with details of the route and time taken and a request for a transfer. Do not contact the actual test site. Furthermore, transfer requests may not be accepted due to scheduling issues.
- (4) If conditions stipulated under Article 3.6(1) are met, refunds may be accepted. In this case, the test fee minus an administration fee of 25% of test fee will be refunded.

Article 12. Confirmation of Listening Test Sound Check

Regarding the volume and sound quality of the broadcast for the listening section, Candidates are asked to make the necessary adjustments to the computer they will use before the commencement of the listening section. Please notify the test personnel of any malfunction of the headset such as when no sound can be heard.

Article 13. Malfunctions of PCs, Monitors, Keyboards, etc.

If you notice any malfunction in the equipment required for the PC-based test (PC, monitor, keyboard, mouse, etc.), please notify the test personnel immediately.

Article 14. Questions to the Test Personnel

The test personnel are unable to answer any questions related to the content of the Test.

Article 15. Entry and Exit into the Test Room

1. Candidates are generally prohibited from leaving the test room during the Test. Temporary exit and re-entry are permitted only when unavoidable, such as for a restroom break or illness. Temporary exit is not permitted during general or component-specific instructions, during the final ten minutes of the Reading or Writing test, during the Listening test, or during the Speaking test. A candidate who leaves during any of those periods may not re-enter or resume the Test and may not take any subsequent component. A candidate wishing to leave must quietly raise a hand and notify the test personnel. No extension of test time will be granted for time spent outside the room.
2. Candidates will not be allowed to return to the Test if you are absent or withdraw from any one of the 4 components of Listening, Reading, Writing and Speaking.

Article 16. Prohibition of Bringing out Test Papers

Candidates are not permitted from bringing out or reproducing any of the test contents, including the test booklet, answer sheet, task card in any way or form. Should this happen, this will be treated as the Misconduct defined in the Article 18 and handled accordingly, which may lead non-disclosure of results and legal proceedings(Please refer to Clause 5.10 of the T&Cs).

Article 17. Recording of Speaking Test

All Speaking tests are recorded. Should the tests not be recorded in anyway, a retest will be conducted.

Article 18. Misconduct; Cheating, Disturbance and Breach of this Agreement during the Test

If a candidate commits an act of nuisance or cheating listed in (1), causes an incident that may disrupt test administration as listed in (2), or otherwise breaches these Terms, the T&Cs, the Confirmation Email, the Japanese information for candidates or any other rule relating to the Test (collectively, "Misconduct"), the

candidate will lose eligibility to take the Test, may not take the Test on the day on which the Misconduct is identified, and will not receive the test results or a refund. The candidate may also be prohibited from taking IELTS in the future. If a candidate applies for the Test despite such a prohibition, the application will be void and the test fee will not be refunded. The Foundation will determine whether Misconduct occurred on the day concerned or later following internal consultation and will notify the offender orally or in writing.

(1) Nuisance and Cheating

- Bringing items into the test room other than specified in Article 8, Paragraph 1 and 2 (including, but not limited to; electronic devices, cell phones, smartphones, wearable devices, wrist watches, table clocks, stopwatches, reference books, dictionaries, pagers, spell checkers, recorders, wallets, glasses cases, mechanical pencils, hats, lap blankets, coats, food, handkerchiefs, and medicines or eye drops not approved in advance by the test centre.
- Cheating and/or copying from another candidate or from pre-prepared notes
- Talking to other candidates
- Reading the contents of the Test or your answers out loud, muttering, talking to yourself
 - Speaking loudly, coughing, singing, or engaging in behaviour that creates a disturbance
 - Violence, threats, extortion, intimidating or unreasonable demands, or similar conduct directed at the test personnel or other candidates
 - Removing, taking out, or damaging equipment or facilities used for the Test, such as headsets, keyboards, mouse, display modules, LAN cables
 - Reproducing, disclosing, or leaking—in whole or in part—test questions or other distributed materials that are prohibited from being taken out (including, but not limited to, removing such materials from the test room or posting them on the Internet), or attempting to

engage in such disclosure or leakage.

- Any other actions that hinder the smooth conduct of the Test.

(2) Incidents that may disrupt the administration of the Test

- Cases where a candidate fails to follow the instructions of the test personnel.
- Cases where the test personnel determine that an candidate is in a state that causes nuisance, harm, or significant anxiety to other candidates (including, but not limited to, a state of lost self-control due to the influence of drugs, alcohol, etc.).
- Cases where the Foundation and the Test Partner determine that there has been fraud – such as falsification or forgery—regarding materials submitted by the applicant or candidate during test registration or the taking of the Test.
- Cases where any other inappropriate acts/behaviours are observed by the test personnel during the administration of the Test.

Article 19. Influenza and other Infectious Diseases

Candidates who have, or are suspected of having, influenza or another infectious disease specified in Article 18 of the Ordinance for Enforcement of the School Health and Safety Act must refrain from taking the Test. The Foundation may refuse admission at the test site if a candidate has or is suspected of having such a disease. In that event, the Foundation will arrange a transfer or a refund in accordance with the procedure in Article 3.6(2).

After the test

Article 20. Test Results

1. The test results shown on the official Test Report Form consist of an overall band score and individual band scores for each skill. Test results are typically available for viewing in your Test Taker Portal 1 to 5 days after the LRW test date (Please refer to Clause 6.1 and 6.2 of the T&Cs). You can also obtain and print a

PDF version of the Test Report Form as an “e-TRF” from the Test Taker Portal(Please refer to Clause 6.4 of the T&Cs). To receive a printed Test Report Form by postal mail, you must submit a request within the specified period, and only one copy will be issued. The test results are valid for 2 years from the LRW test date. Please note that results may be delayed in the event of system issues or other disruptions. Note that test centres are unable to disclose results via email or telephone.

2. Submitting Test Results to Institutions

Up to five Test Report Forms may be sent free of charge to officers of recognised educational institutions or companies ("Recognising Organisations") if requested within 33 days after the test date. If six or more Test Report Forms are requested for mailing to an institution, or if 34 or more days have passed since the test date, a basic postage fee of JPY 1,200 per form will apply. Registered mail will incur an additional charge of JPY 700 for domestic delivery or JPY 4,000 for international delivery. Applications for additional Test Report Forms will be accepted by email using the prescribed application form after the results have been released. After confirmation of the Recognising Organisation and completion of payment and all other application procedures, the Foundation will dispatch the forms to the Recognising Organisation within four business days, including the date on which the procedures are completed. Applications or advance preparation before release of the results will not be accepted. During busy periods, long holidays or the year-end/New Year period, dispatch may take longer than four business days.

3. If a Recognising Organisation uses the Test for an admissions process and the candidate has applied to that organisation, the Foundation will provide the candidate's results at the organisation's request. The Foundation is not liable for any effect on or outcome of the admissions process caused by discrepancies

between the personal information used for the Test and the personal information provided in the candidate's application to the organisation.

4. A Test Report Form will be issued in the name shown on the passport submitted by the candidate. If personal information on the Test Report Form is incorrect, the candidate must submit a correction request to the test centre where the Test was taken, together with documentation proving the correct information. If the test centre cannot make the correction, the candidate should contact the British Council Head Office at ielts@britishcouncil.org. No change, including a change of name, can be made after the Test Report Form has been issued. If the Test Partners exceptionally approve reissue, the new Test Report Form will show the same name as the original.

5. A candidate's results may not be released five days after the Test if the Test Partners determine that a review is necessary in relation to the candidate's results. In exceptional circumstances, the candidate may be required to retake one or more test components.

6. If any of the data on the Test Report Form provided by you or your agent to Recognising Organisations has been altered in any way, the test results will be dealt in accordance with Clause 6.8 of the T&Cs.

7. Candidates may not inspect any work product created in the process leading to the issue of the test results.

8. Results will not be released nor will candidates receive a Test Report Form should they be absent from or withdraw from any one of the 4 components of Listening, Reading, Writing, and Speaking.

Article 21. Enquiry on Results

In the event of a doubt as to the content of a test result, a candidate may apply for an enquiry on results. The appropriate test centre must receive all enquiries and paperwork within 39 days of the LRW test date. The candidate may decide which component the enquiry shall be conducted on. A fee will be charged for this

process, however, in the event that the score of the candidate is corrected to such candidate's advantage, such fees shall be refunded to the credit card used for payment. However, regardless of the result of the Enquiry on Results, for any tests that the candidate has applied for after making the request for an Enquiry on Results, cancellation made after the application deadline will not be accepted, and no refunds of the test fee will be issued. The enquiry process may take within around 3 weeks. During the enquiry procedure, the original test result shall be suspended, and the test centre will not send to the Recognizing Organizations.

Article 22. One Skill Retake

1. One Skill Retake is a system that allows you to retake any one-skill of the fully completed IELTS test (Please refer to Clause 1.7 of the T&Cs). A candidate must register and complete One Skill Retake within 60 days from the date of the original test (Please refer to Clause 1.8 of the T&Cs). A candidate can choose which skill to retake.
2. The designated test fee will be charged for taking One Skill Retake.
3. Clause 3.1 of the T&Cs applies to changes to a confirmed One Skill Retake booking. Clause 3.2 of the T&Cs applies to cancellation of a confirmed One Skill Retake booking.
4. As a result of retaking the Test via One Skill Retake, the score for that specific skill may decrease (please refer to Clause 6.3 of the T&Cs).
5. The results of One Skill Retake will be issued as an electronic Test Report Form (eTRF), which can be downloaded as a PDF from the Test Taker Portal. Paper based TRFs will not be issued nor sent by mail.
6. Even if you requested special accommodations as stipulated in Article 3.7 for the original test, such a request is not automatically carried over to the One Skill Retake; therefore, you must submit a separate request (please refer to Clause 5.4 of the T&Cs).

Other

Article 23. Prohibitions

1. Applicants and candidates must comply with the prohibitions stated in this Agreement, the T&Cs, the test website and at the test site.
2. If an applicant or candidate commits a prohibited act, the Foundation may refuse to allow that person to take the Test. If it is discovered after a candidate has taken the Test that the candidate committed a prohibited act, the Foundation will not release the test results.
3. After taking the Test, a candidate must not dispute the test-fee payment with the payment service provider for the credit card used, request a chargeback (reversal of the payment and a claim that the Foundation return an amount equal to the test fee), or attempt to cancel the payment. In addition to the measures in Paragraph 2, the Foundation may refuse future applications made through an account used for such conduct.

Article 24. Subcontracting

1. The Foundation may subcontract all or part of the work necessary to administer the Test for applicants to a third party designated by the Foundation (a "Subcontractor"). In connection with that subcontract, the Foundation may provide the Subcontractor with personal information entered during the application, personal information provided on the test day, and any other personal information provided for the purpose of taking the Test.
2. The Foundation will conduct necessary reviews and checks when subcontracting administrative work.
3. The Foundation is still the administrator and responsible for the Test even when subcontracting any and/or all tasks of the Test.

Article 25. Confidentiality

1. Applicants and candidates must keep confidential

any commercial or technical confidential information disclosed by, or learned from, the Foundation in connection with applying for or taking the Test. They must not use such information for any purpose other than applying for and taking the Test or disclose or leak it to any third party.

2. The preceding paragraph will remain effective after the period of use of services relating to the Test has ended.

Article 26. Exclusion of Liability

1. The Foundation reserves the right to cancel or block individual candidates from taking the Test. Should a test be cancelled, test fees will be refunded.

2. The Foundation reserves the right to change the test day, test time, and test order. All reasonable measures will be taken in the case of interruptions, delays, cancellations of the actual test or release of test results, to conduct the test and/or send out test results. However, note that test fee refunds and test day transfers will be the extent of measures the Foundation will take.

3. The Foundation will take all reasonable measures for the fair administration of the Test, but is not liable for the following circumstances:

- not being able to administer the Test due to extremely bad weather or any other circumstances beyond control
- delays or failure of delivery of documentation or results once they have been posted from The Foundation
- delays or failure of delivery of documentation after the candidate posts the relevant documents

4. The Foundation is not responsible for any trouble, misunderstanding, issues, etc. which occur at the test site between candidates (and/or family members, etc.).

5. The Foundation is not responsible for any damages arising from the loss, deletion, or alteration by a third party of information stored by applicants and candidates in the Test or its associated facilities, or

information that applicants and candidates have authorized to be stored with subcontractors, except in cases where such damages result from the Foundation's willful misconduct.

Article 27. Compensation for Damages

An applicant and/or a candidate shall compensate the Foundation or any third party for any damages caused in connection with taking the Test.

Article 28. Limitation of Responsibility

Except in cases separately provided for in this Agreement, the responsibility of the Foundation to the applicant and/or candidate is limited to and does not exceed the test fee actually paid by the candidate.

Article 29. Amendments to this Agreement

The Foundation may amend these Terms without prior notice to applicants or persons responsible for group applications. Unless otherwise specified by the Foundation, amended Terms become effective when posted on the test website.

Article 30. Privacy Agreement Regarding Personal Information

1. Please read the following agreement for an understanding of the Foundation's Privacy Policy:

<http://www.eiken.or.jp/privacypolicy/>

2. As an entity handling the personal information of applicants and candidates, the Foundation actively protects and appropriately manages such information in accordance with the Act on the Protection of Personal Information. Personal information entered when applying for the Test, provided on the test day, or otherwise provided for the purpose of taking the Test (collectively, "Personal Information") will be used for the purposes listed below. If the Foundation uses it for another purpose, it will first obtain the consent of the applicant or candidate. Personal Information may continue to be used for the same

purposes after the applicant or candidate ceases using the Test. The Foundation may update registered Personal Information to keep it accurate.

【Purpose】

- ① The impartial, fair and seamless administration of the Test as well as services such as grading, evaluation, operation and issuance of score reports of the Test and the like;
- ② Provision of personal information to the universities or other providers of higher education to which candidates are applying to the extent required for such application;
- ③ For use as statistical data on materials that the Foundation develops and for analytical purposes
- ④ For providing information on services and business conducted by the Foundation;
- ⑤ For use in marketing activities and for conducting surveys;
- ⑥ For handling inquiries;
- ⑦ For information on preparation materials of the Test;
- ⑧ For providing information on seminars, events, and other business related to English;
- ⑨ For responding to acts of misconduct and the like in order to administer the Test impartially and fairly; and
- ⑩ For developing and operating a system which aids in the realization of the purposes prescribed in ① and ⑨。

3. With respect to the implementation of the Test for candidates who live in the member states of the EEA, the personal data that the Foundation obtains from a test applicant or candidate will be used for purposes related to our services, such as smoothly implementing the Test, business operations, and issuing score reports. Personal data may be processed where it is necessary to process such data in order to perform an agreement with an applicant or candidate;

where it is necessary to process such personal data in order to conduct procedures, at the request of an applicant or candidate, prior to execution of an agreement; or based on the consent of an applicant or candidate. If the required personal data is not provided, the applicant or candidate will not be able to take the Test, have a pass/fail determination made, or receive notice of the result.

4. For the Test Partners' handling of personal information, please refer to Clauses 1.9 and 2 of the T&Cs.

5. The Foundation may jointly use certain personal information obtained in administering the Test with the British Council and Cambridge English Language Assessment. Details are available at <https://www.eiken.or.jp/ielts/privacy/>.

The Foundation may entrust all or a part of the applicant or candidate personal data processing to a third party, such as a test marker. The personal data of applicants and candidates will be transferred to Japan and stored on the Foundation's server located in Japan to perform the agreements.

The personal data obtained will be stored until there is a request from an applicant or candidate to delete it or until the storage period specified by the Foundation has lapsed, unless storage for a longer period is required by law. To the extent permitted by law, applicants and candidates shall have the right to request that the Foundation grant access to, rectify or delete their personal data, or limit any processing of their personal data, to object to the processing of their personal data, to receive the personal data they provided in a structured, commonly used, and machine-readable format, and to transmit the personal data they provided to another controller. Furthermore, if an applicant or candidate is dissatisfied with the Foundation's processing of personal data, the applicant or candidate has the right to lodge a complaint with the supervisory authorities of the member states of the EEA. Where personal

data is processed based on consent, there is a right to withdraw that consent at any time. Withdrawal of that consent shall not affect the lawfulness of processing based on consent before its withdrawal. The personal data of applicants and candidates is necessary to perform the agreements. Where this personal data is not provided, the Foundation cannot determine whether an applicant or candidate has passed or failed or notify the applicant or candidate of the results of the Test.

Article 31. Intellectual Property Rights

1. Intellectual property rights of the Test belongs to the British Council, IDP: IELTS Australia and Cambridge English Language Assessment. Furthermore, the Test is protected under the Japanese Copyright Act as well as relevant Japanese laws.
2. Copyright in the materials provided to candidates in connection with taking the Test (the "Related Materials") is owned by the Foundation. The Related Materials are protected by the Copyright Act of Japan and other applicable laws.

Article 32. ‘Undesirable organisation’ in Russia

Please be informed that the British Council has been included in the register of ‘undesirable organisations’ in Russia. This is related to a change in Russian legislation affecting organisations linked to foreign governments considered undesirable by the Russian authorities. Any connection with the British Council could potentially entail risks for individuals who are Russian citizens or have ties to Russia, even if they reside outside of Russia. We encourage you to consider this situation carefully and assess any personal risks before undertaking any British Council exam.

Article 33. Language

These Terms are executed in Japanese. Any English translation is provided for reference only, and the

Japanese original prevails.

Article 34. Governing Law

The formation, validity, performance and interpretation of these Terms are governed by Japanese law.

Article 35. Jurisdiction

The Tokyo District Court or the Tokyo Summary Court has exclusive agreed jurisdiction as the court of first instance over any litigation arising in connection with applying for or taking the Test.

Additional Clauses

This Agreement was put into use on
August 9, 2020.

Amended on September 1, 2026

Eiken Foundation of Japan